



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, April 25, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i. Minutes of April 4, 2016 Work Session Meeting Minutes
 - ii. Minutes of April 11, 2016 Special Meeting Minutes
 - iii. Minutes for March 14, 2016 Performance Review Meeting Minutes
 - iv. Minutes for April 11, 2016 Council Meeting Minutes
 - B. Resolution Approving Disbursements for Period Ending April 20, 2016
 - C. Consider Amendment to the Contract with Duinick Golf for the 2016 Inver Wood Golf Course Improvement Project
 - D. Approve Interim Appointment and Pay Differential of Police Chief
 - E. Approve 2016 Polling Place Location Change
 - F. Designation of 2016 Election Polling Locations for State Primary and General Election
 - G. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Permanent drainage and Stormwater Ponding Easement, Agreement Relating to Landowner Improvements, and Release and Indemnification Agreement Relating to Lot 4, Block 1, Wild Ridge Estates
 - H. Resolution Receiving Bids and Awarding Contract for the 2016 Pavement Management Program, City Project No. 2016-09A – Crackseal
 - I. Resolution Receiving Bids and Awarding Contract for the 2016 Pavement Management Program, City Project No. 2016-09B – Sealcoat
 - J. Joint Powers Agreement with Bureau of Criminal Apprehension and City of Inver Grove Heights
 - K. Amendment No. 1 to Agreement Relating to Adjustment of Sanitary Sewer Dept for Plat of Blackstone Ridge
 - L. Approve the Property Disposal Policy
 - M. 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:**
 - I. **COMMUNITY DEVELOPMENT:**

- A. CASTAWAYS MARINA AND CITY OF INVER GROVE HEIGHTS;** Consider the Following For Property Located at 6140 Doffing Avenue:
- a) A Resolution Relating to a Conditional Use Permit Amendment for Castaways Marina to Add a New Storage Building.
 - b) A Variance to Allow the Storage Building with a Five Foot Setback Whereas 40 feet is Required.
 - c) A Variance for the City of Inver Grove Heights to Create a New Lot Less than the Minimum Lot Size and Width Standards.
- B. CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of an Ordinance Relating to Parking of Recreational Vehicles in the Front Yard in Single Family Zoning Districts.
- C. CITY OF INVER GROVE HEIGHTS;** Consider 1) Approval of the Draft Request for Proposal (RFP) for the Comprehensive Plan Update and 2) Direction to Staff to Distribute the RFP.

II. PUBLIC WORKS:

D. Update Concerning Discussion with Low Bidder to Identify Potential Quantity Reductions for the Purpose of Reducing the Cost for City Project No. 2016-09D - 60th Street Area Reconstruction, 2016-10 - 60th Street Area Utility Improvements and City Project No. 2015-12 (Phase 1) - NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail).

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Frank Rauschnot, 6840 Dixie Avenue Property Information. Pursuant to Minn. Stat. §13D.05, Subd. 3(c)(3).

10. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, APRIL 4, 2016 – 8150 BARBARA AVENUE**

1. CALL TO ORDER/ROLL CALL:

The City Council of Inver Grove Heights met in work session on Monday April 4, 2016, in the City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. Present were Mayor Tourville, Council Members: Bartholomew, Hark, Mueller and Piekarski Krech, City Manager Lynch, Community Development Director Link, Public Works Director Thureen, and City Attorney Kuntz.

2. I-2 DISTRICT AND MAJOR SITE PLAN REVIEW:

Mr. Allan Hunting, City Planner gave background information on changes to the uses in the I-2 district. Council had requested a list of permitted uses, conditional uses and uses to remove in the I-2 district. Mr. Hunting reported that the Fire Marshal would like to see “service of semi tanks, trucks, and trailers including equipment, parts and tires” remain as a conditional use for fire safety and final wording of that category would be worked on with the Fire Marshal. Impound lots and outdoor storage would be conditional uses for reviewing for screening. Wind power converters heights were discussed. Wind converters over a certain height should be a conditional use so they could be reviewed. Council member Bartholomew suggested contractor’s yard and outside storage but enclosed with a fence be moved to permitted uses. Contractor’s yard and outside storage definitions were discussed in length.

Vance Grannis, Jr., 9249 Barnes Avenue E, said that conditions can be put in place to have screening along the highway and then a conditional use permit would not be needed. Contractor’s yard and outdoor storage should be a permitted use with screening. Standards could be put into the ordinance.

Mayor Tourville suggested that contractor’s yard and outdoor storage definitions and screening should be changed. Looking at fuel trucks that are serviced should also be readdressed for fire safety. Council member Bartholomew suggested removing paint and wallpaper sales, and stone and monument sales and should be put under permitted uses as wholesalers or distributors. Mr. Hunting said they could be listed as warehousing, wholesalers or warehouse/distributing. Those categories would cover different kinds of businesses. Meat processing and packaging could be under processing and treatment or manufacturing under permitted uses. Mayor Tourville suggested that television and radio towers be added under conditional uses with tower, communications. Warehouse should be redefined more.

City Attorney, Mr. Kuntz asked if Council would like to see the changes before it goes to planning. Mayor Tourville responded yes.

Steve Watrud, 9070 90th Court went over the changes of the permitted uses and conditional uses. He asked if mini storage was a permitted use. Mayor Tourville directed Mr. Hunting to look at mini storage in I2. Auto lot and auto auction could be put in conditional uses. Mr. Wadwoods asked about his certificate of occupancies. Mr. Link responded he did not know about the certificates and would look into.

Major Site Plan Review

City Planner, Mr. Hunting reviewed the major site plan application process changes and the draft ordinance. He and the city attorney worked on the draft ordinance. One step being taken away is the public input process.

Council member Bartholomew asked if the site plan review changes applied to I-2 only. Mr. Hunting replied it was for all major site plan review changes. Council wanted the major site plan review changes for I-2 only. Mr. Hunting said the ordinance could be changed to I-2 only. If a condition is changed it would have to be reviewed by planning and council. Council member Bartholomew would like a time line for the administrative review once all information is received. Mr. Kuntz responded that there is a 60 day rule under the zoning rules that also applies to major site plan review. Council member Hark asked what the established procedures were that was stated in the draft ordinance and if applicants were aware of them. Mr. Hunting replied they do get that information and there is a check list that lists what information is needed. Council member Mueller said to make storm water number one on the list because that takes the longest to process. Mayor Tourville asked who the zoning administrator is. Mr. Hunting responded it is the city planner or as assigned.

Mr. Grannis said he wanted the site plan review process changed to make it simplified and to remove duplication of the costs for applicants and apply to second site plan changes only. The changes should be in the initial site plan review procedure where applicants should give a rough idea of the use of the whole site. Site plan information under the new and old proposal requests duplicate information. The fees need to be changed to reduce the big fees. Mr. Hunting replied that Inver Grove Heights has looked at other cities ordinances and they are comparable to ours for the process and fees. The fees were discussed. It was suggested that Mr. Hunting work with Mr. Kuntz on a new draft ordinance for I-2. Mr. Kuntz suggested putting in the new ordinance that the established procedures are on file with planning. The review may waive submission application requirements if the submission substantially addresses the information needed and it would help save time and be more economical. If applicants are required to talk to the planner first it would give them an idea on what is required for submittal. This item will come back to council and then go to planning.

3. NDC4 (CenturyLink & Comcast Franchise and the I-Net)

Jodie Miller, Executive Director NDC4 and Town Square Television, Brian Grogan, NDC4 Attorney of Moss and Barnett, and Patrick Haggerty from CenturyLink were in attendance for the Franchises of CenturyLink and Comcast and the I-Net.

Ms. Miller passed out a copy of the PowerPoint to be presented by Mr. Grogan and introduced Mr. Grogan.

Mr. Grogan showed a PowerPoint of the highlights for the new CenturyLink franchise. 1) The Federal Cable Act requirement is to promote competition and delivery in the cable communications industry. In February 2015 CenturyLink requested a franchise. The City of Inver Grove Heights grants the franchise. 2) A 15 year nonexclusive franchise was issued to Comcast in 2000. In June 2015, the Cable Commission found that CenturyLink is legally, technically and financially qualified and authorizes staff to negotiate a franchise. A similar franchise has been written for both CenturyLink and Comcast 3) Qwest Broadband Services, Inc. (CenturyLink) requests a franchise and the Cable Commission held a public hearing in April 2015 to consider CenturyLink's application 4) CenturyLink does business as Qwest Broadband Services, Inc. (QBSI) is the content provider and Qwest Corporation (QC) owns the facilities in the right-of-way, and owns and maintains the cable system. 5) The CenturyLink franchise term is a 5 year term and the city has the right to extend the term if system build out requirements have been met. 6) Living units are addresses in the network that meet minimum technical qualifications (25 mbps) 7) CenturyLink will within 2 years build out to serve a minimum of 15% of living units. Quarterly meetings will be held to verify compliance with the build obligations 8) The Mosaic Channel is the way content is brought in. All PEG channels will be on a single

channel and all metro PEG channels (over 150) will be provided. There will be seven Town Square Television/NDC4 PEG channels with 24 hours of service both in standard definition and high definition. 9) The PEG Fee of \$1.77 per subscriber matches Comcast 10) CenturyLink will provide complimentary service to the Cable Commission, city halls and designated public buildings. 11) CenturyLink Indemnification requirements are the same as Comcast with extra indemnification if challenged in court; CenturyLink will take over the lawsuit. The two things council will consider at the next regular council meeting are adopting the CenturyLink Franchise and adopting a resolution of detailed finding of facts that details how all of these issues were arrived at and the steps the cable commission took.

Council member Hark asked what PEG stood for. Mr. Grogan responded it stands for Public, Educational and Governmental (community channels).

Mr. Lynch explained that Council will be asked at the April 11th council meeting to approve the Comcast Extension and hold a public hearing on the CenturyLink Franchise.

Council member Hark asked if fees would go down with the second franchise. Mr. Grogan responded it would not but there may be pricing specials.

J. Miller gave an update on the I-Net. The franchise extension to Comcast will include another 12 months of provisions to the 40 buildings in northern Dakota County. The needs assessment for I-Net will also be updated in the next couple of months that will look at needs and speeds, etc.

4. Comp Plan Update

Mr. Hunting, City Planner reported that the comp plan needs to be updated every 10 years by state law and it will be the 2040 Comprehensive Plan Update. The process will need to be completed by December 31, 2018. It will be an extensive document and will be labor intensive. Staff is recommending using a consultant. Council could choose to use Hoistington Koegler Group Inc. who has done the last two amendments and knows the staff and the city well or issue a RFP to choose a new consultant. The scope of work was taken from the Metropolitan Council. At a future council meeting the council will need to adopt the procedure for the comp plan update.

Council member Bartholomew asked if densities could be looked at as part of the comp plan update especially in the northwest area. Mr. Lang responded it could be incorporated into the comprehensive plan. It was a major issue that was identified. Doing a land-use study on densities could be done sooner (maybe done in 2016) and then it could be incorporated into the comp plan.

Council member Piekarski Krech asked if using Hoistington Koegler Group Inc. again if there would be any changes to the comp plan. Mayor Tourville suggested going out for RFP.

Council member Bartholomew suggested looking at the economic development portion of the RFP because that is not required by the Metropolitan Council and give thought to what the EDA purpose is and what it wants to accomplish. The water plan and water resources plan are outside of the planning scope. It is still required and is more engineering than planning. Costs were discussed for paying for the comp plan amendment.

It was the consensus to go out for RFP's and will be brought before the council at the April 11th council meeting.

A motion was made to set a meeting on April 11, 2016 at 6:00 PM at city hall for a discussion with the council and a seller then meet in executive session made by Piekarski Krech and seconded by Hart. Motion was carried unanimously.

5. City Street Design Standards:

Thomas Kaldunski, City Engineer, reviewed the city's street design standards and Pavement Management Plan (PMP) which was adopted in 2001. There are three typical street sections: 1) urban section (new developments) 2) urban section reconstruction and 3) rural section (no curb and gutter). The PMP is a long term planning tool for streets. There are 301 miles of streets being maintained. City streets are designed to 1) have adequate design strength for traffic 2) provide adequate drainage to remove water 3) provide an adequate base 4) storm water facilities. Mr. Kaldunski stated a map showed ICON pavement ratings of the streets that are done every year. Roads with a rating of less than 35 (shown on the map in red) 83 miles are prime candidates for reconstruction. Ratings of 35-65 (18 miles) are candidates for mill and overlay. The PMP was written to improve streets for useful life of 50 years. How the different street sections are built was discussed.

City Administrator, Mr. Lynch reported the reason for the review was because of comments from the public over the years and shows the science and work that is needed for street improvements. To go forward the goal is to make the street last longer even if the cost is higher.

6. Pavement Management – Alternative Revenue Sources:

Mr. Lynch, City Administrator reported that alternative forms of revenue were investigated to supplement the budgeted amount for pavement management which currently has a shortfall of \$4 million dollars. The alternatives are: 1) Franchise fee 2) establishing a new sales tax or 3) property tax increase. He went over the how the different scenarios would be implemented, how it would work, the amount that could be raised and what it would cost residents. A sales tax of .5% would raise about \$1,228 million dollars. Council would pass a resolution if the sales tax was chosen, an election would be held after the resolution was passed, and it would go to the legislature to authorize the tax. The Department of Revenue would collect the tax and they would charge a fee for collection and administering the tax. The state figured the sales tax numbers. The total taxable sales in 2013 were \$245,643,469.00 (the most recent information available). Mr. Lynch stated increasing the property taxes could raise \$1,228 million dollars and would cost residents \$5.90 a month. The median household income was used to determine the cost of the property tax increase. A 2% franchise fee would raise \$1 million dollars plus and would cost residents about \$3.71 per month. Different scenarios could be used together to raise additional revenue.

Mayor Tourville would like to broaden it for transportation funds instead of limiting it to pavement management. The different scenarios and amounts were discussed. It was decided to gather more information on the sales tax ranges because it has the most transparency and looking at adding a franchise fee. Also, looking at putting more money in the pavement management plan from the general fund by increasing the general fund. Also, a list of pros and cons would be made. It would also be discussed with the budget discussions.

7. Adjourn: A motion was made by Council member Hark, seconded by Council member Mueller to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 9:45 pm.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, APRIL 11, 2016 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in a special meeting on Monday, April 11, 2016 in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Clerk Tesser, Community Development Director Tom Link, Finance Director Kristi Smith and Public Works Director Scott Thureen.

2. **6840 DIXIE AVENUE PROPERTY:**

Frank Rauschnot presented to the Council. He asked the council if they have seen the Appraisal Report. Council replied no. Councilmember Bartholomew asked if he had seen the Appraisal report. Rauschnot stated no.

Mr. Rauschnot discussed Fredrick's property. He discussed his property and its prime development property. He stated he has looked a comps and nothing is under \$400,000. River Country and Fredrick's property has a spreadsheet of \$400,000 in regard to Rauchnot's property. In September 2014, Mr. Lynch stated he had an appraisal of his property but that it was confidential.

Mr. Rauschnot stated the city wants to deduct \$50,000 for ground clean-up but River Country doesn't have to clean-up. The appraisal is valued at more than Rauschnot's property.

Mr. Rauschnot alleged that he is held at a higher standard for the ground contamination than other properties. He stated there is wide spread arsenic on other neighboring properties such as River Country. Again, he stated he is held at a different standard. Instead the River Country's debris and ground contamination is being dug up and buried.

CM Bartholomew asked if he is talking about asbestos. Mr. Rauschnot stated in affirmative. He further discussed a document dated June 7, 2012 he provided from MPCA that discussed the findings at length. He discussed DRO that was stated in the contamination findings. He stated arsenic is occurring naturally.

He asked the Council for the same consideration that River Country property received. Mr. Rauschnot stated he wanted \$450,000 plus relocation monies. He stated Mr. Lynch said he could get relocation funds.

Councilmember Bartholomew stated the appraisal is at \$431K. Councilmember Bartholomew stated these documents provided are in support of that.

Mr. Lynch stated that past practice have been to not share the appraisal report until after the sale of the property. The spreadsheet is for financing cost for consideration to pay for certain items. Mr. Lynch stated it's a list of properties with expected costs. All considerations were in those numbers and those are not appraisals numbers. Councilmember Piekarski Krech asked if the numbers were used. Mr. Lynch stated some of those numbers were used, some were not used.

Mayor Tourville stated the fact is we do not share the appraisals. But the report states \$290,000. Mayor Tourville stated that the property owner has the right to their own appraisal.

Mr. Rauschnot stated he has an appraisal report but the comparables are not similar to my property.

Councilmember Piekarski Krech asked for the date of the documents on River County's sale. Council discussed the spreadsheet that Mr. Rauschnot found in the archives file. Mr. Lynch stated that the finance department was directed by Council to come up with estimates on cost of property. It's an internal spreadsheet.

Councilmember Piekarski Krech discussed the spreadsheet appraisal numbers on the sheet seems accurate. Mr. Lynch stated he disagreed and that the lumped costs are for finance forecasting. He further stated it's a working document to figure out cost and financing. We have lumped Mr. Rauschnot's property with other properties. Councilmember Piekarski Krech stated that there is no date on the spreadsheet. Mr. Lynch stated this is a working document with many dates.

Mr. Link stated that there have been many different bank boxes Mr. Rauschnot went through so I don't know the date of the spreadsheet. Mr. Link stated the document is an estimate. It's not definitive. In some cases they estimate the value by 50% because county appraisals are low. This is a conservative side and they didn't want to underestimate the costs. Councilmember Piekarski Krech stated it looks like an official document. Mayor Tourville stated its not official if the Council doesn't approve the amounts.

Councilmember Bartholomew directed staff to look through the past appraisal report against the finance spreadsheet to see if it's accurate. Mr. Link stated he would do that. Councilmember Hark stated that the spreadsheet is consistent with the number under the Mr. Rauschnot's section and believes that it is a combination of two properties.

Mr. Rauschnot stated \$410,000 doesn't add up with the building and commercial garage. He stated to the Council that he wants \$430,000. Mayor Tourville stated we are not negotiating, by law we cannot negotiate.

Councilmember Bartholomew asked to look at all the appraisals and the date of the financial spreadsheet document. He stated he tends to agree that it's an internal document but asked about the completion date.

Mr. Rauschnot stated on the River County property the city paid 69% above the median tax assessment on the property. Councilmember Mueller asked staff to provide the clean-up costs as well.

Diane Piekarski, 7609 Babcock asked if Frank Rauschnot should give his appraisal report to the Council. Mayor Tourville stated it's up to him. She asked do they compare the appraisals or do they analyze it differently based on the appraisers. Mayor Tourville stated usually the appraisals look similar to each other.

Motion by Hark, seconded by Bartholomew to receiving documents Mr. Rauschnot handed to the Council.

3. **ADJOURN:** Motion by Hark, seconded by Bartholomew to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 6:42pm.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, MARCH 14, 2016 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in executive session on Monday, March 14, 2016 in the City Council Chambers. Present were Mayor Tourville, Council members Bartholomew, Hark, Mueller and Piekarski Krech and City Administrator Lynch.

2. **Joe Lynch Performance Review**

Pursuant to Minn. Stat. §13.43 this was a closed session.

Council discussed with City Administrator Joe Lynch a variety of city issues.

3. **Adjournment**

Motion by Bartholomew, second by Mueller to adjourn. The meeting was adjourned by a unanimous vote at 10:42 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 11, 2016 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, April 11, 2016, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, Police Chief Stanger and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. i. Minutes of March 14, 2016 City Council Meeting Minutes
- ii. Minutes of March 28, 2016 City Council Meeting Minutes
- B. **Resolution 16-53** Approving Disbursements for Period Ending April 6, 2016
- C. Consider Interim Appointment of Park Superintendent
- D. Consider Interim Appointment of Park Maintenance Coordinator
- E. Consider Gambling Premise Permit for Spartan End Zone Club at 4455 66th St. E. **Resolution 16-54**
- F. Consider Extension of Current Franchise Ordinance with Comcast of St. Paul, Inc. **Resolution 16-55**
- G. Receive Quotes and Award Contract for Well House No. 3 Re-roofing
- H. Consider Resolution Accepting Proposal for Stormwater Construction Observation Services from Barr Engineering Co. for the Blackstone Ridge Development **Resolution 16-56**
- I. Resolution Accepting Proposal from Element Materials Technology for Construction Geotechnical Testing and Other Engineering Services for City Project No. 2015-13 – 70th Street Lift Station to Blackstone Ridge and for City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge **Resolution 16-57**
- J. Resolution Accepting Proposal from Bolton & Menk for Final Design Services for City Project No. 2015-12 – 65th Street Loop, Construction Services for City Project No. 2015-13 – 70th Street Lift Station to Blackstone Ridge, and Construction Services for City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge **Resolution 16-58**
- K. Personnel Actions

Motion by Bartholomew, second by Hark, to approve the Consent Agenda 4.A- 4K.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

- A. i. Public Hearing to Consider **Ordinance No. 1312** Granting a Cable Communications Franchise for Qwest Broadband Services (d/b/a CenturyLink)
- ii. **Resolution 16-59** Regarding an Ordinance Granting a Competitive Cable Franchise to Qwest Broadband Services (d/b/a CenturyLink)
- iii. Cable Television Franchise Ordinance No. 1312 with Qwest Broadband Services (d/b/a CenturyLink)
- iv. **Resolution 16-60** Adopting and Approving for Publication the Summary and Title of Ordinance No. 1312.

The Public Hearing opened at 7:02 PM. Mayor Tourville stated a complete presentation was completed a week prior and asked Mr. Grogan for the highlights of the presentations.

Brian Grogan, NDC4 Legal Counsel with Minneapolis Law Firm of Moss & Barnett presented the item on the cable authority. The City of Inver Grove Heights is a member of the Northern Dakota County Cable Authority. He stated he previously presented this item at the April 4, 2016 Work Session so he was presenting on the highlights. He went through a power point presentation with the Council. Mr. Grogan discussed the Federal Cable Act and the importance of allowing competition as the franchising authority. The commission is requesting to extend the cable franchise on the renewal. This is creating CenturyLink and Comcast to be on a level playing field so they can both compete in the market place. The franchise agreements are exactly the same for CenturyLink and Comcast it's a 5 year franchise term the city has the unilateral right to extend the term 10 years if the city believes CenturyLink has fulfilled their obligation during their first 5 year period. Mr. Grogan went through the system build out and 2 year term of a minimum of 15% living units in the City. The company will have an excess if the 15 % of living units in the city. The build out will be monitored.

Mr. Grogan discussed the mosaic channel as shown it depicts the cable and public access channels. He discussed the channels set for public access. SD= Channel 31 and HR = Channel 1031. He discussed that the channels are in the contract as an obligation. Video on Demand is available. The financial burdens between the two companies are identical with the franchise fee and PEG fee. There are providing free services to schools and city. There is a full indemnification to the city if there is a challenge. Staff recommends approval of the franchise with CenturyLink. The commission unanimously approves the franchise. Each city must take action to approve the agreement.

Patrick Haggerty was present on behalf of CenturyLink.

Mayor Tourville discussed bundling. He stated the agreement is extended for one year for Comcast and five years for CenturyLink.

Councilmember Bartholomew stated the Council went through these items and the Resolutions for 1-2 hours at last work session meeting and that they have done their due diligence.

Mr. Haggerty stated they have cities that have approved 37th franchise agreement. We are the fourth member in Dakota County and 35 cities are currently active.

City Attorney, Mr. Kuntz instructed that the council take action on item 6Aii and before 6Aiii that the council suspend rules to consider a motion suspending the rules to have one reading instead of the three readings. The ordinance itself is item 6Aiii. and 6Aiv. is the summary of the Ordinance.

Jodi Miller, Executive Director of NDC4 thanked the Council and staff for their assistants. They are working on the Peg channels and deadline is April 30th. They will appear on channels on July 20, 2016. That is the benefit that they have two different platforms available to views on CenturyLink and Comcast.

Councilmember Piekarski Krech asked for her to explain what a mosaic is. Ms. Miller stated it's a picture with a picture of channels. All the town square television channels will appear on the mosaic, it's a picture to appear as a group. We are happy that there will be 7 channels HD channels and SD channels. You will be able to navigate on the channel that viewers will want to see. Also, news and sports programming will be viewable in their news and sports categories. Ms. Miller stated the commission office is available to viewers to ask questions.

Motion by Bartholomew, second by Hark, to close the Public Hearing at 7:21PM.

Ayes: 5

Nays: 0

Motion carried.

Motion by Piekarski Krech, second by Mueller, to approve the Resolution Regarding an Ordinance Granting a Competitive Cable Franchise to Quest Broadband Services d/b/a CenturyLink of Resolution No. 16-59.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Bartholomew, to suspend the rules to accept the ordinance in one reading.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Bartholomew, to approve Cable Television Franchise Ordinance No. 1312 with Quest Broadband Services d/b/a CenturyLink.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Bartholomew, to approve Summary of Ordinance and Publication of Ordinance 1312.

Ayes: 5

Nays: 0 Motion carried.

B. Consider Application of City of Inver Grove Heights and Inver Wood Golf Course for an On-Sale/Sunday Intoxicating Liquor License and Amend the Existing Premise Liquor License to Include the Deck of the Location at 1850 70th Street E.

The Public Hearing opened at 7:38PM. City Clerk Tesser introduced the item. She stated the application in front of the council is to approve the on-sale Sunday liquor license it always amends the existing premise to include the deck of the location at 1850 70th Street. Clubhouse Superintendent, Matt Moynihan submitted the application and the Police Department conducted the background and found no basis for denial. The premise has been extended to the deck and the certificate of liability covers that area.

Mayor Tourville stated that the Council has been working on this item and discussed this in length at other council meetings. He stated the other days of the week have already been approved and that this is the follow up which must be a separate application.

Motion by Piekarski Krech, second by Mueller, to close the hearing at 7:22PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark, second by Bartholomew, to approve the application for an on-sale Sunday liquor license application to amend the premise to include the deck.

Ayes: 5

Nays: 0 Motion carried

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. TOP RESTAURANTS (123 PASTA); Consider a Resolution 16-61 relating to a Variance from minimum parking standards for a sit down restaurant located at 6508 Cahill Avenue

Mr. Link, Community Development Director introduced the item to the council. He pointed out the location of the building on Cahill Ave. The request is for a variance for parking of the restaurant next to the Cahill Diner. This is a 40 seat sit down restaurant. The parking is short 13 parking spaces. The original approval was for a retail shopping center. Mr. Link stated retail has less parking requirements than restaurants do. In this case the parking requirement increase goes beyond what is available at the property. Mr. Link discussed the prior retail of Pizza Man. Mr. Link stated the owner of 1.2.3. Pasta tried to get Gator Investments, who owns Aldi approval to use their parking lot but the company was not interested in the arrangement. Applicant thereafter, made an application for variance. The purpose of the variance is to avoid business complaints regarding parking. The second purpose is to make sure the neighborhood has adequate parking. In some circumstances there is a shortfall of parking so people will park in a neighborhood which tends to hurt the vitality of the neighborhood.

Mr. Link stated in this case the parking restrictions can be reduced. The Cahill Diner serves breakfast but not dinner. 1.2.3.Pasta will serve dinner and not breakfast. Overlap is over the noon hour may have parking issues. Staff did go out to the location to look at the parking around the noon hour and feel that there's adequate parking. Napa Store does not need as many parking spaces as zoning requires. The zoning ordinance does not fit this particular situation. The situation is unique because of the different hours and peak times of the restaurants. Staff and the Planning Commission unanimously approve the variance.

Antonio Tettamanzi, 1.2.3. Pasta Owner, he is also an owner in St. Paul. He discussed that he is happy to be here and to get through the process. He had no questions for the Council.

Motion by Mueller second Piekarski Krech to approve Resolution 16-61 for the parking variance.

Ayes: 5

Nays: 0 Motion carried

B. NORTH AMERICAN TRAILER SALES; Consider a Resolution 16-62 relating to a Conditional Use Permit to allow the service of semi tanks, trucks, and trailers for site located at 6508 Clark Road

Mr. Link, Community Development Director stated that the property is located west of 52. The item will require 4/5 vote as it's a conditional use permit. The business is a semi truck and retail parts distributor and trailer dealer. They recently received approval to construct a new 82,000 square foot facility on the west side of Clark Road. The applicant is in need of some temporary space. He made arrangements with Mr. Watrud to rent out the existing building for a temporary basis. The conditional use permit (CUP) is for the interior of the building only. The parking is occurring on the property to the south. The application is consistent with the uses in the neighborhood.

Councilmember Piekarski Krech stated that the company was advised by their attorneys and stated they don't need a conditional use permit.

Mr. Link replied that the zoning ordinance is clear that the service of semi tanks, trucks and trailers, tires is a conditional use. It's noted that the city is in the process of changing that but currently the code reads that way. The proposed request meets the CUP criteria relating to the Comprehensive Plan and zoning consistency, compatibility with land uses, environmental impacts and public health and safety impacts. It is consistent with the zoning property, comp plan. The Planning Commission and Staff recommends approval.

Dean Dally, owner of North American Trailer was present. He asked if the Council had questions.

Councilmember Hark asked staff with the use is a temporary use of the land is but the CUP is a permanent conditional use permit. Mr. Link replied that ordinance doesn't provide any temporary uses and is listed as a permanent use only. Once North American Trailer moves out then the CUP continues with the building if another business wants to move in.

Councilmember Bartholomew stated that we are considering changing the use however to a permitted use. Mr. Link concurred. Councilmember Bartholomew stated we are not running into a conflict.

Councilmember Mueller asked if there will be issues with parking trucks in the backyard. Mr. Link stated it is allowed in the CUP and that they won't be parking any of their vehicles there but that it won't be a problem.

Shirley Pike, 11025 Courthouse Blvd. she discussed the additional CUP attached to the Watrud Property. She stated the property abuts her property. She stated the CUP devalues the parcel. She stated that the business doesn't need a CUP to service cars in the building. She stated that was per the recommendation of the attorney. Mr. Link stated the CUP is only for the interior side of the building but would not change the outside of the property. The property owner already has a CUP for open storage. Councilmember Piekarski Krech stated that the resident states they don't need a CUP for the business. Mr. Link stated that the city zoning ordinance is clear he further stated and that the CUP is worded in the type of service used which is service tank, trucks, trailers including equipment, parts and tires needs a CUP. Mrs. Pike asked why Mr. Watrud isn't request the CUP. Mr. Link stated the property owner or business owner can make an application for a CUP.

A motion was made to receive the Planning meeting minutes to be part of this request. The minutes are a draft and not final and if there is a change to the minutes than the council will be made aware of the changes.

Motion by Bartholomew, second by Mueller, to accept the Planning Commission meeting minutes (draft) as part of this request.

Ayes: 5

Nays: 0 Motion carried

Mayor Tourville direct to staff to provide an update in regards to the conflict of the property owners and abutting properties.

Motion by Bartholomew second Mueller to approve the Conditional Use Permit to include in the 1-2 Zoning.

Ayes: 5

Nays: 0 Motion carried

C. BLACKSTONE RIDGE (JIM DEANOVIC); Consider a Resolution 16-63 relating to the Final Plat, Final PUD Development Plan, Development Contract and related agreements for the plat of Blackstone Ridge

Mr. Hunting, City Planner introduced the item. He stated the plat and site plan are consistent with the preliminary plans. The developer, Lennar Homes will plat the entire property at one time, but expects to construct the project in two phases. The first phase would consist of the southern half of the development from 70th street up to 67th Street. Engineering is waiting on a few part of the final plans before signing off. There are a number of agreements that deal with individual lots and encroachment agreements. Staff is finalizing the development agreements and Final plat and final PUD Development plans. Staff recommends approval of the plat.

City Attorney, Mr. Kuntz asked Council that if they approve the item we would ask that in a separate motion to authorize the City Administrator and Director of Public Works jointly to approve changes in the development contract that do not subsequently increase or decrease the city's responsibility or rights. The reason to consider this is the plats have a number of phases and there are four areas that they are discussing. One is the estimated cost of the overflow pipe, the estimated cost in the increase directional borings, the third is the city engineer to approve the final phasing plan and the fourth is the temporary phases with the sequencing of grading. Mr. Kuntz stated that there are four areas that are still in discussion. The nuisances will be worked out but they are engineering areas so we asked council to give direction to the staff to deal with on a staff level.

Jim Deanovich, the Developer stated that he appreciates staff bringing the loose ends together.

Motion by Bartholomew second Piekarski Krech to approve Resolution 16-62 of the final plat and direction to CA and PW Director to

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew asked to see the changes are they occur. Mayor Tourville asked Mr. Kuntz if we will see the final documents. Mr. Kuntz stated that its believed that the current holder of the property Mr. Deanovich and selected developer would like to finalize in 14-30 day timeframe. This is to quicken the process on the approval. If council wants it to come back then we can do that.

Councilmember Bartholomew I would like a communication on what is happening via email. Mr. Kuntz stated do you want it to come back to you for approval. Councilmember Piekarski Krech we want just the information. We want to clarify this in a direction. Councilmember Hark stated that they should communicate to the Council as they communicate with the developer. Mr. Deanovich stated this is very small changes. Councilmember Hark stated they wanted to stay in the loop and not change the efficiency. Council stated they want to be efficient and have communication. Mr. Kuntz stated that they want joint authority to make changes to the development contract as long as long at those changes don't decrease the city's rights and benefits or increase the city's liabilities. And those changes made be than communicated with Council.

Motion by Piekarksi Krech second Bartholomew to give final authority to City Administrator, Joe Lynch and Public Works Director, Scott Thureen in reference to items that won't increase our liability or decrease our rights.

Ayes: 5

Nays: 0 Motion carried.

II. PUBLIC WORKS:

D. Resolution 16-64 Accepting Withdrawal of Bid for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

Mr. Thureen, Public Works Director stated they opened the bids on April 1, 2016. Five bids were received. The low bidder was Max Steininger Inc. They notified the City that there were errors in the bid and submitted a written request to withdraw their bid and have their bid bond released. Upon review by staff and city attorney they saw the substantial mistake. We are recommending that they approve the withdrawal of the bid. Staff will meet with representatives of the second low bidder to reduce the costs of the project that might in the end reduce the bid with that firm. Our intent is to come back to the council meeting and discuss the results of this conversation.

Mr. Thureen stated staff is asking to withdrawal the Steininger bids. Mayor Tourville stated that we are not approving the bids as of yet. Mr. Thureen concurred.

Councilmember Hark asked if the lowest bid received is the estimates provided. Mr. Thureen stated no that the estimates are based on the feasibility study. We are using the feasibility cost assessment of \$2,122,000.

Mayor Tourville stated that some cities won't allow this but we have done a lot of work in the past years with this company. This is in good faith and could cause more problems than we would like so I support this.

Motion by Bartholomew second Mueller to accept the withdrawal of the bid of 2016-09D.

Ayes: 5

Nays: 0 Motion carried.

E. Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed Resolution 16-65, and Ordering Preparation of Proposed Assessments for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction Resolution 16-66.

Mr. Thureen, Public Works Director stated the resolution is calling for a scheduling of the hearing on the proposed assessment and declaring costs to be assessed. The hearing would be on May 9, 2016. We are looking for a total cost for the project at \$2,122,000 and assuming 20% assessment amount for the total project. We are moving this project forward and are hoping to get this done this year.

He mentioned that he was trying to get everything figured out and the conversation with the constructor will update them as well. If the council wants to rebid the project then we will revise this at the hearing date.

Councilmember Piekarski Krech asked can we legally rebid that if we give someone an unfair advantage. Maybe others want to negotiate to.

Mr. Kutnz stated the allegations that we are negotiating is a very serious one. He stated the context is that we are going out for an assessment hearing. This indicates that through the mail and published notice is \$7,500 per single-family parcel. If the project costs don't get to \$2,122,000 that assessment will be less than 20% which will negate the funding mechanism. Realizing that the second low bid together with the indirect costs (engineering, consulting, legal etc) with coupled with the current low bid would be an excess of \$2,122,000. Recognizing that, what the engineering staff is trying to accomplish is within the confines of the bid is identifying the compression of a couple of items. The quantity of units or allowances made in a lump sum number. But the city is not negotiating their unit rates because they cannot. They are entering into a good faith, understanding the confines of the agreement of the contract. What the spec allows what compressions can be made. The city can change those allowances. Mr. Kuntz stated he wants to dispel ideas that we are negotiating of rates. It's a unit quantity of the change in terms of the process.

Mr. Kuntz continued, that because it has to be mailed and public hearing if this exercise doesn't work because they didn't get to \$2,122,000 than Mr. Thureen will come back with Plan B or Plan C. If it doesn't work than we will cancel the assessment hearing. Because that tool will not work and is not less than 20%. Staff is working on it to see if they can't bring it down. If they can bring it down then they will award the contract but will change the order. There is no bilateral moving going on that's why there isn't negotiations going on.

Mayor Tourville stated if we negotiate than we have to send it out. Mr. Kutnz stated we are not negotiating. We are looking at unit changes not price changes. The unfortunately circumstances tonight is that we set the assessment hearing but we don't know the project costs.

Kelly Kaiser, 1053 59th Court and Nancy Bauer, 1800 60th Street. Ms. Bauer stated this is confusing. Ms. Kaiswer stated it looks like we are guinea pigs of an unsustainable process. If the costs are too high to do the project. Ms. Kaiser stated we are wondering how this will all play out. We have the highest properties assessment in recent history.

Mayor Tourville stated you were one of the highest starting out. We are in a legal place now and need to follow it correctly.

Ms. Bauer asked if it's a combination of setting the date of May 9th and having the individual assessment amount set at \$7,500. Is that what the resolution would state.

Mr. Kuntz stated it's the notice of hearing for May 9th and to advertise in the notice to proposed assessment roll as of \$7,500.

Ms. Kaiser asked if the \$9,000 is out of the loop even if there is a special benefit. Mr. Kuntz stated if the Council passes what they are to decide on tonight than the assessment roll will be \$7,500.

Motion by Mueller second Piekarksi Krech to set the hearing on May 9, 2016 on proposed assessment Resolution 16-65 and declaring costs to be assessed and ordering the preparation of proposed assessments Resolution 16-66 for project 2016-09D.

Ayes: 5

Nays: 0 Motion carried.

F. Consider Resolution 16-67 Awarding Contract for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Mr. Kaldunski, City Engineer introduced the item. He stated that council will need to approve the award of the contracts. He discussed the low bidder, EJM Pipe Services. They have been doing this work for a long time. Their bid is \$6,402,000.35. This is within the budget and all funding is through fund 511 and fund 512 and is generated by development fees and charges collected in the Northwest Area. He discussed the contractor and past businesses. The easements from the development of Blackstone Ridges went well. The second easement is being worked on but it is moving forward. It is recommended that the city adopted the attached resolution and award the contract to EJM Pipe Services for the City Project totaling 6,402,333.35.

Debra Band, 6660 Argenta Trail asked about the timing of the project.

Mr. Kaldunski stated the reward of the contract takes generally 10-14 days, they could start before May 1st. The project will go through to end of November.

Motion by Bartholomew second Piekarski Krech to approve Awarding Contract for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

Mr. Lynch stated April 14th is the commission appreciation dinner. Jennifer Billings will be the guest speaker. This is a time to thank our volunteers for their time.

Town Hall Meeting is April 16th is an opportunity to meet and greet business. The Mayor and Mr. Link will discuss business development. I will give an overview on the budget and finances. Jennifer Gale will be present on some of the chamber and city will be working on including Arbor Pointe, signage and vacancies occurring.

Mr. Thureen stated that the city received a Freshwater Award acknowledging our stormwater management means for the NWA. It recognizes preserving natural features, inflowtration and erosion

Councilmember Mueller asked about Argenta Trail and Akron Ave. Mr. Thureen stated we are working on plans for the final designs; we are close to 90 % plans. The county is in the process of acquisitions, some

with second offers. We are waiting from County staff to see if they will return at the end of April otherwise if not, it will be the first meeting in May with a final recommendation.

Mayor Tourville stated we want a joint meeting to work together with the county and City of Rosemount and City of Inver Grove Heights. If we were working in connection with anyone else but at least we have a meeting. Mayor Tourville stated he won't vote until that happens. The council agreed.

9. EXECUTIVE SESSION

A. Frank Rauschuot, 6840 Dixie Avenue Property. Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)(3).

There will be no vote on this property. I asked that a motion be complete on the statute authority identified.

Motion by Piekarski Krech second Hark to proceed to the closed session per said MN Statute.

B. For Preliminary Consideration of Allegations Against an Individual Subject to City Council Authority per MN Statute 13D.05 Subd. 2(b)

Mr. Kuntz stated that the individual person was identified as Police Chief Stanger. This is preliminary consideration of an allegation. No vote will be made at that time.

Motion by Tourville second Bartholomew to proceed to the closed session per MN Statute.

9. ADJOURN: Motion by Piekarski Krech, second by Bartholomew to adjourn. The meeting was adjourned by a unanimous vote at 9:40PM.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 25, 2016
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 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

Approve the attached resolution approving disbursements for the period of April 7, 2016 to April 20, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 20, 2016. The detail of these disbursements is attached to this memo.

| | |
|---------------------------------|----------------------------|
| General & Special Revenue | \$467,481.92 |
| Debt Service & Capital Projects | 107,200.23 |
| Enterprise & Internal Service | 292,753.41 |
| Escrows | 6,943.20 |
| | <hr/> |
| Grand Total for All Funds | <u><u>\$874,378.76</u></u> |

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period April 7, 2016 to April 20, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING April 20, 2016**

WHEREAS, a list of disbursements for the period ending April 20, 2016 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 | \$467,481.92 |
| Debt Service & Capital Projects | 107,200.23 |
| Enterprise & Internal Service | 292,753.41 |
| Escrows | 6,943.20 |
| Grand Total for All Funds | <u><u>\$874,378.76</u></u> |

Adopted by the City Council of Inver Grove Heights this 25th day of April, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 4/7/2016 - 4/20/2016

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|-----------------------------------|------------|----------------------------------|-----------------------|-----------|
| ACCESSABILITY, INC. | 111591 | 04/13/2016 | DD03642 | 101.42.4000.421.30700 | 19.50 |
| BARNA, GUZY, & STEFFEN LTD | 157165 | 04/20/2016 | 50003-005 | 101.41.1100.413.30430 | 1,020.40 |
| BAUER, NANCY | 16-01 | 04/13/2016 | MARCH 7 WORKSHOP | 101.41.1100.413.30700 | 150.00 |
| BAUER, NANCY | 16-02 | 04/13/2016 | 4/10/16 | 101.41.1100.413.30700 | 243.75 |
| CA DEPT OF CHILD SUPPORT SERVICES | INV0051775 | 04/15/2016 | MIGUEL GUADALAJARA FEIN/TAXPAY | 101.203.2032100 | 440.76 |
| COLLINS ELECTRICAL CONST. | 1630501.01 | 04/13/2016 | 3/29/16 | 101.43.5200.443.40046 | 289.50 |
| COLLINS ELECTRICAL CONST. | 1630660.01 | 04/20/2016 | 3/31/16 | 101.43.5200.443.40046 | 180.25 |
| COLYMER INDUSTRIES, LLC. | 1014 | 04/13/2016 | 2/25/16 | 101.43.5200.443.60016 | 190.00 |
| CULLIGAN | 3/31/16 157-98459100-6 | 04/13/2016 | 157-98459100-6 | 101.42.4200.423.60065 | 136.45 |
| CULLIGAN | 3/31/16 157-98459118-8 | 04/13/2016 | 157-98459118-8 | 101.42.4200.423.60065 | 78.60 |
| DAKOTA COMMUNICATIONS CENTER | IG2016-05 | 04/13/2016 | MAY 2016 | 101.42.4000.421.70502 | 44,178.40 |
| DAKOTA COMMUNICATIONS CENTER | IG2016-05 | 04/13/2016 | MAY 2016 | 101.42.4200.423.70502 | 5,961.60 |
| DAKOTA CTY FINANCIAL SVCS | 00020192 | 04/13/2016 | P0001753 | 101.44.6000.451.70501 | 13,470.00 |
| DAKOTA CTY TECH COLLEGE | 00134836 | 04/20/2016 | 00092312 | 101.42.4000.421.50080 | 450.00 |
| EARL F ANDERSEN INC | 0110613-IN | 04/13/2016 | 0004094 | 101.43.5200.443.60016 | 2,622.00 |
| EFTPS | INV0051795 | 04/15/2016 | FEDERAL WITHHOLDING | 101.203.2030200 | 44,883.41 |
| EFTPS | INV0051797 | 04/15/2016 | MEDICARE WITHHOLDING | 101.203.2030500 | 12,246.38 |
| EFTPS | INV0051798 | 04/15/2016 | SOCIAL SECURITY WITHHOLDING | 101.203.2030400 | 37,943.08 |
| EFTPS | INV0051801 | 04/15/2016 | FEDERAL WITHHOLDING | 101.203.2030200 | 2,861.95 |
| EMERGENCY RESPONSE SOLUTIONS | 6192 | 04/20/2016 | 3/25/16 | 101.42.4200.423.40042 | 258.00 |
| EMERGENCY RESPONSE SOLUTIONS | 6196 | 04/20/2016 | 4/5/16 | 101.42.4200.423.40042 | 1,735.48 |
| FORTERRA CONCRETE PRODUCTS, INC | SH00006127 | 04/20/2016 | 137250 | 101.43.5200.443.60016 | 809.10 |
| GENESIS EMPLOYEE BENEFITS ACH ONLY | INV0051778 | 04/15/2016 | HSA ELECTION-FAMILY | 101.203.2032500 | 3,117.74 |
| GENESIS EMPLOYEE BENEFITS ACH ONLY | INV0051779 | 04/15/2016 | HSA ELECTION-SINGLE | 101.203.2032500 | 2,802.21 |
| GENESIS EMPLOYEE BENEFITS, INC | IN754477 | 04/13/2016 | 2/1/16-2/29/16 | 101.42.4000.421.30550 | 40.00 |
| GERTENS | 352080/1 | 04/20/2016 | 103566 | 101.44.6000.451.60016 | 53.62 |
| ICMA RETIREMENT TRUST - 457 | INV0051780 | 04/15/2016 | ICMA-AGE <49 % | 101.203.2031400 | 4,424.03 |
| ICMA RETIREMENT TRUST - 457 | INV0051781 | 04/15/2016 | ICMA-AGE <49 % | 101.203.2031400 | 4,152.30 |
| ICMA RETIREMENT TRUST - 457 | INV0051782 | 04/15/2016 | ICMA-AGE 50+ % | 101.203.2031400 | 1,266.14 |
| ICMA RETIREMENT TRUST - 457 | INV0051783 | 04/15/2016 | ICMA-AGE 50+ | 101.203.2031400 | 4,844.36 |
| ICMA RETIREMENT TRUST - 457 | INV0051784 | 04/15/2016 | ICMA (EMPLOYER SHARE ADMIN) | 101.203.2031400 | 92.95 |
| ICMA RETIREMENT TRUST - 457 | INV0051793 | 04/15/2016 | ROTH IRA (AGE 49 & UNDER) | 101.203.2032400 | 924.24 |
| ICMA RETIREMENT TRUST - 457 | INV0051794 | 04/15/2016 | ROTH IRA (AGE 50 & OVER) | 101.203.2032400 | 200.00 |
| INNOVATIVE OFFICE SOLUTIONS | SUM-024466 | 04/13/2016 | S28777 | 101.43.5100.442.60065 | 176.81 |
| INNOVATIVE OFFICE SOLUTIONS | SUM-024466 | 04/13/2016 | S28777 | 101.45.3000.419.60010 | 18.37 |
| INNOVATIVE OFFICE SOLUTIONS | SUM-024466 | 04/13/2016 | S28777 | 101.45.3200.419.60010 | 41.77 |
| INNOVATIVE OFFICE SOLUTIONS | SUM-024466 | 04/13/2016 | S28777 | 101.45.3300.419.60040 | 55.72 |
| KTEE SAFETY GEAR INC | 36905 | 04/13/2016 | 3/3/16 | 101.43.5200.443.60045 | 890.73 |
| LANGUAGE LINE SERVICES | 3809160 | 04/13/2016 | 9020909043 | 101.42.4000.421.50020 | 36.52 |
| LEVANDER, GILLEN & MILLER P.A. | 3/31/16 92000E | 04/13/2016 | 92000E | 101.42.4000.421.30410 | 15,580.30 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Community Development | 04/13/2016 | Legal | 101.45.3000.419.30420 | 692.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Council Meetings | 04/13/2016 | Legal | 101.41.1000.413.30401 | 120.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Engineering | 04/13/2016 | Legal | 101.43.5100.442.30420 | 1,463.35 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Mayor/CC | 04/13/2016 | Legal | 101.41.1000.413.30420 | 5,696.80 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Parks | 04/13/2016 | Legal | 101.44.6000.451.30420 | 1,372.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Planning | 04/13/2016 | Legal | 101.45.3200.419.30420 | 2,661.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Police-Forfeiture | 04/13/2016 | Legal | 101.42.4000.421.30420 | 288.00 |
| LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS) | 41694 | 04/13/2016 | 106325 | 101.42.4000.421.70501 | 1,844.00 |
| LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS) | 41704 | 04/13/2016 | 111541 | 101.42.4200.423.30700 | 124.00 |
| LOW VOLTAGE CONTRACTORS | SOI.042337B | 12/30/2015 | 281303 | 101.41.1100.413.60018 | 295.00 |
| LOW VOLTAGE CONTRACTORS | SIL-42093 | 04/13/2016 | 85892 | 101.42.4200.423.40040 | 447.78 |
| LOW VOLTAGE CONTRACTORS | SOI.032135 | 04/13/2016 | 85892 | 101.42.4200.423.40040 | 358.20 |
| MADISON NATIONAL LIFE INSURANCE COMPANY | 1205809 | 04/13/2016 | #012439 | 101.203.2031700 | 2,600.41 |
| MARTIN-MCALLISTER | 10345 | 04/13/2016 | INV004 | 101.41.1100.413.30500 | 450.00 |
| METROPOLITAN COUNCIL ENVIRON SRVCS | MARCH 2016 | 04/13/2016 | MARCH 2016 | 101.41.0000.3414000 | (944.30) |
| MINNEAPOLIS OXYGEN CO. | 171148667 | 04/20/2016 | 113504 | 101.42.4200.423.40042 | 57.97 |
| MINNESOTA DEPARTMENT OF HUMAN SERVICES | INV0051776 | 04/15/2016 | JOEL JACKSON FEIN/TAXPAYER ID: 4 | 101.203.2032100 | 428.80 |
| MINNESOTA DEPARTMENT OF HUMAN SERVICES | INV0051777 | 04/15/2016 | JUSTIN PARRANTO FEIN/TAXPAYER I | 101.203.2032100 | 226.58 |
| MN DEPT OF LABOR & INDUSTRY | MARCH 2016 | 04/13/2016 | MARCH 2016 SURCHARGE | 101.207.2070100 | 3,312.22 |
| MN DEPT OF LABOR & INDUSTRY | MARCH 2016 | 04/13/2016 | MARCH 2016 SURCHARGE | 101.41.0000.3414000 | (66.24) |
| MN DEPT OF REVENUE | INV0051786 | 04/15/2016 | LETTER ID: L1910582848 - HER | 101.203.2031900 | 195.01 |
| MN DEPT OF REVENUE | INV0051796 | 04/15/2016 | STATE WITHHOLDING | 101.203.2030300 | 18,021.15 |
| MN DEPT OF REVENUE | INV0051802 | 04/15/2016 | STATE WITHHOLDING | 101.203.2030300 | 881.68 |
| MN DEPT OF REVENUE | 16-Mar Cr | 04/20/2016 | Taxes | 101.207.2070300 | (0.97) |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 101.207.2070300 | 186.51 |
| MN LIFE INSURANCE CO | APRIL 2016 | 04/13/2016 | #0027324 | 101.203.2030900 | 3,014.75 |
| MN LIFE INSURANCE CO | APRIL 2016 | 04/13/2016 | #0027324 | 101.42.4000.421.20620 | (27.93) |
| MUNICIPAL EMERGENCY SERVICES, INC. | 00702051_SNV | 04/13/2016 | 43426 | 101.42.4200.423.60065 | 5,216.45 |
| NATIONAL ASSOCIATION OF PARK DISTRICT FOUNDATIONS | 08-37500-041116 | 04/20/2016 | ANNUAL MEMBERSHIP | 101.44.6000.451.50070 | 375.00 |
| OXYGEN SERVICE COMPANY, INC | 03337275 | 04/13/2016 | 04394 | 101.42.4000.421.60065 | 27.28 |
| PERA | INV0051787 | 04/15/2016 | PERA COORDINATED PLAN | 101.203.2030600 | 32,554.96 |
| PERA | INV0051788 | 04/15/2016 | EMPLOYER SHARE (EXTRA PERA) | 101.203.2030600 | 2,504.09 |
| PERA | INV0051789 | 04/15/2016 | PERA DEFINED PLAN | 101.203.2030600 | 69.23 |
| PERA | INV0051790 | 04/15/2016 | EMPLOYER SHARE (PERA DEFINED F | 101.203.2030600 | 69.23 |
| PERA | INV0051791 | 04/15/2016 | PERA POLICE & FIRE PLAN | 101.203.2030600 | 12,676.35 |
| PERA | INV0051792 | 04/15/2016 | EMPLOYER SHARE (POLICE & FIRE P | 101.203.2030600 | 19,014.57 |
| PERA | INV0051799 | 04/15/2016 | PERA POLICE & FIRE PLAN | 101.203.2030600 | 1,292.95 |
| PERA | INV0051800 | 04/15/2016 | EMPLOYER SHARE (POLICE & FIRE P | 101.203.2030600 | 1,939.42 |
| PETTY CASH | 4/11/16 | 04/13/2016 | PETTY CASH RABIES CLINIC | 101.100.1010400 | 300.00 |
| PETTY CASH - POLICE | 4/20/16 | 04/20/2016 | PETTY CASH REQUEST | 101.42.4000.421.50070 | 50.00 |
| PETTY CASH - POLICE | 4/20/16 | 04/20/2016 | PETTY CASH REQUEST | 101.42.4000.421.50080 | 135.83 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|----------------------------------|--------------------------------|------------|-------------------------------------|-----------------------|----------|
| PETTY CASH - POLICE | 4/8/16 | 04/13/2016 | PETTY CASH | 101.42.4000.421.60065 | 21.02 |
| PETTY CASH-WF PURCHASE CARD FEES | CARRIE ISAACSON WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1100.413.50065 | 105.30 |
| PETTY CASH-WF PURCHASE CARD FEES | KATRINA LEE WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.42.4000.421.50075 | 30.98 |
| PETTY CASH-WF PURCHASE CARD FEES | KATRINA LEE WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.42.4000.421.60065 | 2.14 |
| PETTY CASH-WF PURCHASE CARD FEES | KIM FOX WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1000.413.50075 | 83.26 |
| PETTY CASH-WF PURCHASE CARD FEES | KRISTI SMITH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.2000.415.50030 | 5.22 |
| PETTY CASH-WF PURCHASE CARD FEES | KRISTI SMITH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.2000.415.50070 | 280.00 |
| PETTY CASH-WF PURCHASE CARD FEES | KRISTI SMITH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.2000.415.50070 | 175.50 |
| PETTY CASH-WF PURCHASE CARD FEES | MICHAEL WRIGHT WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.43.5100.442.60045 | 184.99 |
| PETTY CASH-WF PURCHASE CARD FEES | SHELLEY CALVERT WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1100.413.50020 | 40.00 |
| PETTY CASH-WF PURCHASE CARD FEES | SHELLEY CALVERT WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1100.413.50065 | 8.64 |
| PETTY CASH-WF PURCHASE CARD FEES | SHELLEY CALVERT WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1100.413.50065 | 7.02 |
| PETTY CASH-WF PURCHASE CARD FEES | SHELLEY CALVERT WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1100.413.50065 | 17.82 |
| PETTY CASH-WF PURCHASE CARD FEES | SHELLEY CALVERT WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.1100.413.50065 | 1.08 |
| PETTY CASH-WF PURCHASE CARD FEES | WILLIAM SCHROEPPER WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.2000.415.50065 | 33.70 |
| PETTY CASH-WF PURCHASE CARD FEES | WILLIAM SCHROEPPER WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 101.41.2000.415.50065 | 20.52 |
| PINE BEND PAVING, INC. | 16-131 | 04/13/2016 | 3/22/16 | 101.43.5200.443.60016 | 1,932.78 |
| SENSIBLE LAND USE COALITION | 4/27/16 | 04/13/2016 | REGISTRATION 8/27/16 | 101.44.6000.451.50075 | 50.00 |
| SENSIBLE LAND USE COALITION | 4/27/16 | 04/13/2016 | REGISTRATION 8/27/16 | 101.45.3200.419.50080 | 80.00 |
| SETS DESIGN INC. | 14430 | 04/20/2016 | 4/12/16 | 101.42.4000.421.60045 | 141.56 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.41.1000.413.50020 | 69.98 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.41.1100.413.50020 | 69.98 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.41.2000.415.50020 | 34.99 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.42.4000.421.50020 | 34.99 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.42.4200.423.50020 | 34.99 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.43.5000.441.50020 | 34.99 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.44.6000.451.50020 | 34.99 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 101.45.3000.419.50020 | 34.99 |
| THOMSON REUTER - WEST | 1000197212 | 04/13/2016 | 1000197212 | 101.42.4000.421.30700 | 181.00 |
| TOTAL CONSTRUCTION & EQUIP. | 67082 | 04/13/2016 | CIT001 | 101.44.6000.451.40047 | 104.56 |
| TOTAL CONSTRUCTION & EQUIP. | 67089 | 04/13/2016 | CIT001 | 101.44.6000.451.40047 | 692.56 |
| UNIFIRST CORPORATION | 090 0299889 | 04/20/2016 | 1051948 | 101.43.5200.443.60045 | 31.39 |
| UNIFIRST CORPORATION | 090 0299889 | 04/20/2016 | 1051948 | 101.44.6000.451.60045 | 43.18 |
| UNIFIRST CORPORATION | 0900298857 | 04/13/2016 | 1051948 | 101.43.5200.443.60045 | 31.39 |
| UNIFIRST CORPORATION | 0900298857 | 04/13/2016 | 1051948 | 101.44.6000.451.60045 | 29.59 |
| UNIFORMS UNLIMITED | 23888-1 | 04/13/2016 | 491-1 | 101.42.4000.421.60045 | 1,031.48 |
| VICTORY CORPS | 929522 | 04/13/2016 | A42596 | 101.42.4200.423.60065 | 469.50 |
| WELLS FARGO CREDIT CARD ACH | Clean N Press West St WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.30700 | 12.81 |
| WELLS FARGO CREDIT CARD ACH | Fdle Cchinet WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.0000.3422000 | 24.00 |
| WELLS FARGO CREDIT CARD ACH | Menards Maplewood Mn WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 31.84 |
| WELLS FARGO CREDIT CARD ACH | Int'L Code Council Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.45.3300.419.60018 | 916.23 |
| WELLS FARGO CREDIT CARD ACH | Bp#8312878college Bqps WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50065 | 35.65 |
| WELLS FARGO CREDIT CARD ACH | Hydrocad Software WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.43.5100.442.40044 | 294.00 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 11.94 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 27.13 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 33.63 |
| WELLS FARGO CREDIT CARD ACH | U Of M Contlearning WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50080 | 189.00 |
| WELLS FARGO CREDIT CARD ACH | U Of M Contlearning WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50080 | 189.00 |
| WELLS FARGO CREDIT CARD ACH | U Of M Contlearning WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50080 | 189.00 |
| WELLS FARGO CREDIT CARD ACH | Amazon Mktpplace Pmts WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.60065 | 60.81 |
| WELLS FARGO CREDIT CARD ACH | B-52 Burgers And B WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50075 | 29.68 |
| WELLS FARGO CREDIT CARD ACH | City Of Burnsville WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50080 | 1,350.00 |
| WELLS FARGO CREDIT CARD ACH | National Fire Sprinkle WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50070 | 85.00 |
| WELLS FARGO CREDIT CARD ACH | Aed Superstore WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.60065 | 395.00 |
| WELLS FARGO CREDIT CARD ACH | Sherwin Williams #3096 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.43.5200.443.60016 | 98.30 |
| WELLS FARGO CREDIT CARD ACH | Taser International WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.60018 | 44.81 |
| WELLS FARGO CREDIT CARD ACH | Amazon.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.41.1100.413.60018 | 426.00 |
| WELLS FARGO CREDIT CARD ACH | Amazon.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.41.1100.413.60018 | 184.60 |
| WELLS FARGO CREDIT CARD ACH | Beacon Athletics WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 559.00 |
| WELLS FARGO CREDIT CARD ACH | Beacon Athletics WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 1,228.88 |
| WELLS FARGO CREDIT CARD ACH | Beacon Athletics WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 1,810.32 |
| WELLS FARGO CREDIT CARD ACH | Best Western Hotels - WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.41.1100.413.50075 | 209.02 |
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.40042 | 30.98 |
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60012 | 5.60 |
| WELLS FARGO CREDIT CARD ACH | Mn State Fire Chiefs A WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50070 | 492.00 |
| WELLS FARGO CREDIT CARD ACH | The Corner S WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 30.00 |
| WELLS FARGO CREDIT CARD ACH | Twin City Saw & Serv WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60045 | 581.90 |
| WELLS FARGO CREDIT CARD ACH | Batteries Plus #32 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.40040 | 127.75 |
| WELLS FARGO CREDIT CARD ACH | Chasenysoca WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.0000.3422000 | 6.00 |
| WELLS FARGO CREDIT CARD ACH | Nysoca WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.0000.3422000 | 130.00 |
| WELLS FARGO CREDIT CARD ACH | Target 00025197 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.60065 | 47.57 |
| WELLS FARGO CREDIT CARD ACH | Mti WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40040 | 311.28 |
| WELLS FARGO CREDIT CARD ACH | Mti WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50080 | 260.00 |
| WELLS FARGO CREDIT CARD ACH | Galls WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.60045 | 179.95 |
| WELLS FARGO CREDIT CARD ACH | lapp WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50080 | 350.00 |
| WELLS FARGO CREDIT CARD ACH | Wal-Mart #5089 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.60010 | 31.88 |
| WELLS FARGO CREDIT CARD ACH | Goalsetter Systems WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 175.00 |
| WELLS FARGO CREDIT CARD ACH | Dakota County WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.43.5200.443.50070 | 125.00 |
| WELLS FARGO CREDIT CARD ACH | At&T Bill Payment WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.41.1000.413.50020 | 91.12 |
| WELLS FARGO CREDIT CARD ACH | At&T Bill Payment WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.43.5100.442.50020 | 32.04 |
| WELLS FARGO CREDIT CARD ACH | Cub Foods #1639 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50075 | 15.18 |
| WELLS FARGO CREDIT CARD ACH | Sams Club #4738 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50075 | 25.51 |
| WELLS FARGO CREDIT CARD ACH | Active911 Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.30700 | 99.20 |
| WELLS FARGO CREDIT CARD ACH | American Public Works WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.43.5100.442.50080 | 799.00 |
| WELLS FARGO CREDIT CARD ACH | Centurylink WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50020 | 95.70 |
| WELLS FARGO CREDIT CARD ACH | Centurylink WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50020 | 82.93 |
| WELLS FARGO CREDIT CARD ACH | Centurylink WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50020 | 72.94 |
| WELLS FARGO CREDIT CARD ACH | Centurylink WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50020 | 72.94 |
| WELLS FARGO CREDIT CARD ACH | Centurylink WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50020 | 72.94 |
| WELLS FARGO CREDIT CARD ACH | Menards West St Paul M WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 23.88 |
| WELLS FARGO CREDIT CARD ACH | Menards West St Paul M WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 17.97 |
| WELLS FARGO CREDIT CARD ACH | St Paul Public Works P WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50065 | 4.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|------------------------------------|-----------------------------------|------------|---------------------------------------|-----------------------|-------------------|
| WELLS FARGO CREDIT CARD ACH | Durtitos Pizza WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50075 | 74.87 |
| WELLS FARGO CREDIT CARD ACH | Dept Of Agriculture WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50070 | 30.75 |
| WELLS FARGO CREDIT CARD ACH | Pen Fdic/Fire Engineer WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50080 | 620.00 |
| WELLS FARGO CREDIT CARD ACH | Pen Fdic/Fire Engineer WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50080 | 75.00 |
| WELLS FARGO CREDIT CARD ACH | Pp Chainsawsaf WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.43.5200.443.50080 | 709.66 |
| WELLS FARGO CREDIT CARD ACH | Pp Chainsawsaf WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50080 | 709.66 |
| WELLS FARGO CREDIT CARD ACH | Batteries Plus #30 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40040 | 39.90 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot 2813 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 15.92 |
| WELLS FARGO CREDIT CARD ACH | Gopher Sport WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 978.12 |
| WELLS FARGO CREDIT CARD ACH | Delta 00677585934454 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50065 | 404.20 |
| WELLS FARGO CREDIT CARD ACH | Delta 00677585934465 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4200.423.50065 | 404.20 |
| WELLS FARGO CREDIT CARD ACH | Act Atom Training WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50080 | 475.00 |
| WELLS FARGO CREDIT CARD ACH | Act Atom Training WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.50080 | 325.00 |
| WELLS FARGO CREDIT CARD ACH | Act Mpls Park&Rec WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50080 | 65.00 |
| WELLS FARGO CREDIT CARD ACH | All Goals Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 908.00 |
| WELLS FARGO CREDIT CARD ACH | Apdmro.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.42.4000.421.60065 | 534.57 |
| WELLS FARGO CREDIT CARD ACH | St Paul Farmers Market WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50065 | 7.00 |
| WELLS FARGO CREDIT CARD ACH | St Paul Farmers Market WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.50065 | 7.00 |
| WELLS FARGO CREDIT CARD ACH | Ww Grainger WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 101.44.6000.451.40040 | 32.88 |
| XCEL ENERGY | 497094225 | 04/20/2016 | Gas & Electric | 101.42.4000.421.40042 | 44.83 |
| XCEL ENERGY | 496163558 | 04/20/2016 | Gas & Electric | 101.43.5200.443.40020 | 762.35 |
| XCEL ENERGY | 496163558 | 04/20/2016 | Gas & Electric | 101.43.5400.445.40020 | 9,683.07 |
| XCEL ENERGY | 496357296 | 04/20/2016 | Gas & Electric | 101.42.4200.423.40010 | 814.16 |
| XCEL ENERGY | 496357296 | 04/20/2016 | Gas & Electric | 101.42.4200.423.40020 | 1,101.69 |
| XCEL ENERGY | 496363674 | 04/20/2016 | Gas & Electric | 101.43.5400.445.40020 | 846.99 |
| XCEL ENERGY | 496903706 | 04/20/2016 | Gas & Electric | 101.44.6000.451.40010 | 412.06 |
| XCEL ENERGY | 496903706 | 04/20/2016 | Gas & Electric | 101.44.6000.451.40020 | 861.00 |
| Fund: 101 - GENERAL FUND | | | | | 368,764.42 |
| ENSEMBLE CREATIVE & MARKETING | IGH040116 | 04/20/2016 | MARCH 2016 | 201.44.1600.465.50025 | 2,054.00 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 6704 | 04/20/2016 | JANUARY 2016 | 201.44.1600.465.30700 | 2,187.50 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 6704 | 04/20/2016 | JANUARY 2016 | 201.44.1600.465.40065 | 250.00 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 6902 | 04/13/2016 | MARCH 2016 | 201.44.1600.465.30700 | 2,187.50 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 6902 | 04/13/2016 | MARCH 2016 | 201.44.1600.465.40065 | 250.00 |
| ST PAUL ARENA COMPANY, LLC | SPAC0001830 | 04/20/2016 | JANUARY - DECEMBER 2016 | 201.44.1600.465.50025 | 1,200.00 |
| Fund: 201 - C.V.B. FUND | | | | | 8,129.00 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 204.207.2070300 | 799.61 |
| WELLS FARGO CREDIT CARD ACH | Paypal Party Unit WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.30700 | 300.00 |
| WELLS FARGO CREDIT CARD ACH | Party City #1028 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 122.51 |
| WELLS FARGO CREDIT CARD ACH | Wm Supercenter #1472 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 119.09 |
| WELLS FARGO CREDIT CARD ACH | Papa John'S 01018 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 133.72 |
| WELLS FARGO CREDIT CARD ACH | American Hiking Societ WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 81.66 |
| WELLS FARGO CREDIT CARD ACH | B-52 Burgers And B WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 50.00 |
| WELLS FARGO CREDIT CARD ACH | Cunninghams Sports Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 42.85 |
| WELLS FARGO CREDIT CARD ACH | Wal-Mart #1472 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 6.43 |
| WELLS FARGO CREDIT CARD ACH | Target 00025197 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 6.95 |
| WELLS FARGO CREDIT CARD ACH | Taho Sportswear - Frid WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60045 | 48.05 |
| WELLS FARGO CREDIT CARD ACH | Menards West St Paul M WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 23.98 |
| WELLS FARGO CREDIT CARD ACH | Amcarnivalmart-PartyIn WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 585.64 |
| WELLS FARGO CREDIT CARD ACH | Fun Express WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 43.27 |
| WELLS FARGO CREDIT CARD ACH | Fun Express WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 37.28 |
| WELLS FARGO CREDIT CARD ACH | Fun Express WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 129.26 |
| WELLS FARGO CREDIT CARD ACH | Oriental Trading Co WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.60009 | 12.79 |
| WELLS FARGO CREDIT CARD ACH | Mn Recreation And Park WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.50080 | 30.00 |
| WELLS FARGO CREDIT CARD ACH | The First Impression G WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.50030 | 420.00 |
| WELLS FARGO CREDIT CARD ACH | The First Impression G WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 204.44.6100.452.50035 | 1,267.50 |
| Fund: 204 - RECREATION FUND | | | | | 4,260.59 |
| HAPPE, SHERRY | 4/1/16 | 04/13/2016 | PIF MEMBERSHIP | 205.44.0000.3490100 | 40.00 |
| HUEBSCH SERVICES | 3638285 | 04/13/2016 | 92965 | 205.44.6200.453.40040 | 88.39 |
| HUEBSCH SERVICES | 3638285 | 04/13/2016 | 92965 | 205.44.6200.453.40040 | 204.79 |
| JUNGBAUER, CHRISTY | 4/4/16 | 04/20/2016 | CANCELLED CLASS | 205.44.0000.3493501 | 64.00 |
| M & J SERVICES, LLC | 1399 | 04/20/2016 | 4/5/16 | 205.44.6200.453.80300 | 8,700.21 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 205.207.2070300 | 8,117.66 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 6.48 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 4.86 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 4.86 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 6.48 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 6.48 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 3.24 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 3.24 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 6.48 |
| PETTY CASH-WF PURCHASE CARD FEES | RICK ROACH WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburseme | 205.44.6200.453.50065 | 23.76 |
| SIGN RESULTS LLC | 4/6/16 | 04/20/2016 | 4/6/16-5/9/16 | 205.44.6200.453.40050 | 175.00 |
| VANCO SERVICES LLC | 00007173211 | 04/13/2016 | JANUARY 2016 | 205.44.6200.453.70600 | 130.15 |
| WITCHE, ROBYN | 4/7/16 | 04/20/2016 | FITNESS CANCELLATION | 205.44.0000.3493501 | 44.00 |
| WELLS FARGO CREDIT CARD ACH | Adobe Id Creative Cld WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50070 | 128.49 |
| WELLS FARGO CREDIT CARD ACH | Schindler Elevator Cor WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 296.52 |
| WELLS FARGO CREDIT CARD ACH | Schindler Elevator Cor WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 3,980.00 |
| WELLS FARGO CREDIT CARD ACH | Samsclub #4738 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 10.68 |
| WELLS FARGO CREDIT CARD ACH | Samsclub #4738 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 10.68 |
| WELLS FARGO CREDIT CARD ACH | Samsclub #4738 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 11.76 |
| WELLS FARGO CREDIT CARD ACH | Samsclub #4738 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 27.19 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 180.90 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 11.76 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 47.32 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | 94.88 |
| WELLS FARGO CREDIT CARD ACH | Minnesota Premier Publ WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50025 | 224.00 |
| WELLS FARGO CREDIT CARD ACH | Sherwin Williams #3096 WF 3/16 CR | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | (10.68) |
| WELLS FARGO CREDIT CARD ACH | Sherwin Williams #3096 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 45.74 |
| WELLS FARGO CREDIT CARD ACH | Sherwin Williams #3233 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 519.18 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|--|------------|----------------------------|-----------------------|------------------|
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 15.96 |
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 40.26 |
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 10.70 |
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 20.93 |
| WELLS FARGO CREDIT CARD ACH | Ace Hardware & Paint WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | 16.98 |
| WELLS FARGO CREDIT CARD ACH | Archetype Signmakers I WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 60.00 |
| WELLS FARGO CREDIT CARD ACH | B And B Sheetmetal And WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 1,707.69 |
| WELLS FARGO CREDIT CARD ACH | B And B Sheetmetal And WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 535.00 |
| WELLS FARGO CREDIT CARD ACH | Culligan Water Conditio WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 42.03 |
| WELLS FARGO CREDIT CARD ACH | Culligan Water Conditio WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 168.12 |
| WELLS FARGO CREDIT CARD ACH | Hillyard Inc Minneapolis WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 173.36 |
| WELLS FARGO CREDIT CARD ACH | Hillyard Inc Minneapolis WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 173.36 |
| WELLS FARGO CREDIT CARD ACH | Hillyard Inc Minneapolis WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 404.83 |
| WELLS FARGO CREDIT CARD ACH | Hillyard Inc Minneapolis WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 404.83 |
| WELLS FARGO CREDIT CARD ACH | Pioneer Press Advertist WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50025 | 650.00 |
| WELLS FARGO CREDIT CARD ACH | Seacolecr WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 418.92 |
| WELLS FARGO CREDIT CARD ACH | Seacolecr WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 418.92 |
| WELLS FARGO CREDIT CARD ACH | United Laboratories WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60011 | 260.10 |
| WELLS FARGO CREDIT CARD ACH | Gartner Refrigeration WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 2,069.00 |
| WELLS FARGO CREDIT CARD ACH | Stantec Consulting Svc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.80020 | 1,407.77 |
| WELLS FARGO CREDIT CARD ACH | Target 00025197 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 101.75 |
| WELLS FARGO CREDIT CARD ACH | Zumba Fitness WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50070 | 30.00 |
| WELLS FARGO CREDIT CARD ACH | 2nd Wind Exercise 022 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40042 | 180.69 |
| WELLS FARGO CREDIT CARD ACH | Blind Installation & R WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 107.00 |
| WELLS FARGO CREDIT CARD ACH | Bmsi WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 2,995.81 |
| WELLS FARGO CREDIT CARD ACH | First Supply Lic #4010 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 47.88 |
| WELLS FARGO CREDIT CARD ACH | St Kate Online Pymt Ct WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50080 | 125.00 |
| WELLS FARGO CREDIT CARD ACH | Hawkins Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60024 | 983.71 |
| WELLS FARGO CREDIT CARD ACH | Hawkins Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60024 | 1,241.64 |
| WELLS FARGO CREDIT CARD ACH | Hawkins Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60024 | 2,038.35 |
| WELLS FARGO CREDIT CARD ACH | R&R Specialties Of Wis WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40042 | 840.85 |
| WELLS FARGO CREDIT CARD ACH | Paypal Framesusinc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 25.55 |
| WELLS FARGO CREDIT CARD ACH | Samsclub #4736 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 92.11 |
| WELLS FARGO CREDIT CARD ACH | Tds Media Direct Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50025 | 220.00 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 CR | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | (49.94) |
| WELLS FARGO CREDIT CARD ACH | Art.Com/Allposters.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | 530.12 |
| WELLS FARGO CREDIT CARD ACH | Wal-Mart #1786 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 7.94 |
| WELLS FARGO CREDIT CARD ACH | Menards West St Paul M WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 119.96 |
| WELLS FARGO CREDIT CARD ACH | Menards West St Paul M WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 8.17 |
| WELLS FARGO CREDIT CARD ACH | Nac Mechanical WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 841.22 |
| WELLS FARGO CREDIT CARD ACH | Nac Mechanical WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 4,055.96 |
| WELLS FARGO CREDIT CARD ACH | Nac Mechanical WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 1,226.14 |
| WELLS FARGO CREDIT CARD ACH | Google Adws1307140538 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50025 | 57.02 |
| WELLS FARGO CREDIT CARD ACH | Google Adws1307140538 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50025 | 55.57 |
| WELLS FARGO CREDIT CARD ACH | Gotprint.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50030 | 101.28 |
| WELLS FARGO CREDIT CARD ACH | Gotprint.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50030 | 55.42 |
| WELLS FARGO CREDIT CARD ACH | Gotprint.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50030 | 51.45 |
| WELLS FARGO CREDIT CARD ACH | Gotprint.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50030 | 325.39 |
| WELLS FARGO CREDIT CARD ACH | Ziegler Inc Credit Dep WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40042 | 632.37 |
| WELLS FARGO CREDIT CARD ACH | Ziegler Inc Credit Dep WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40042 | 632.37 |
| WELLS FARGO CREDIT CARD ACH | In Medpro Waste Dispo WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40025 | 95.00 |
| WELLS FARGO CREDIT CARD ACH | Minnesota Women'S Pres WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50025 | 446.00 |
| WELLS FARGO CREDIT CARD ACH | Mn Recreation And Park WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50080 | 30.00 |
| WELLS FARGO CREDIT CARD ACH | Comcast Cable Comm WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50070 | 191.14 |
| WELLS FARGO CREDIT CARD ACH | Electronic Communicati WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.40040 | 869.19 |
| WELLS FARGO CREDIT CARD ACH | Electronic Communicati WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50055 | 780.00 |
| WELLS FARGO CREDIT CARD ACH | Electronic Communicati WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50055 | 780.00 |
| WELLS FARGO CREDIT CARD ACH | New York Replaceme WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 21.18 |
| WELLS FARGO CREDIT CARD ACH | The First Impression G WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.50035 | 1,267.50 |
| WELLS FARGO CREDIT CARD ACH | Wms Aquatics WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60065 | 385.15 |
| WELLS FARGO CREDIT CARD ACH | Ww Grainger WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60016 | 43.06 |
| WELLS FARGO CREDIT CARD ACH | Ww Grainger WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | 228.83 |
| WELLS FARGO CREDIT CARD ACH | Ww Grainger WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 205.44.6200.453.60040 | 228.83 |
| XCEL ENERGY | 496903706 | 04/20/2016 | Gas & Electric | 205.44.6200.453.40010 | 6,853.57 |
| XCEL ENERGY | 496903706 | 04/20/2016 | Gas & Electric | 205.44.6200.453.40010 | 2,127.93 |
| XCEL ENERGY | 496903706 | 04/20/2016 | Gas & Electric | 205.44.6200.453.40020 | 10,675.86 |
| XCEL ENERGY | 496903706 | 04/20/2016 | Gas & Electric | 205.44.6200.453.40020 | 11,416.63 |
| Fund: 205 - COMMUNITY CENTER | | | | | 86,327.91 |
| WELLS FARGO BANK | 1303727 | 04/13/2016 | INVE412AGOR BONDS | 359.57.9000.570.90300 | 215.25 |
| Fund: 359 - G.O. WATER REV REF 2012A | | | | | 215.25 |
| WELLS FARGO BANK | 1303727 | 04/13/2016 | INVE412AGOR BONDS | 360.57.9000.570.90300 | 36.75 |
| Fund: 360 - G.O. STORM WATER REFUNDING 2012A | | | | | 36.75 |
| WELLS FARGO BANK | 1303727 | 04/13/2016 | INVE412AGOR BONDS | 361.57.9000.570.90300 | 273.00 |
| Fund: 361 - WATER REV REF 2012A | | | | | 273.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Heritage Park | 04/13/2016 | Legal | 402.44.6000.451.30420 | 337.50 |
| Fund: 402 - PARK ACQ. & DEV. FUND | | | | | 337.50 |
| METROPOLITAN COUNCIL ENVIRON SRVCS | MARCH 2016 | 04/13/2016 | MARCH 2016 | 404.217.2170000 | 94,430.00 |
| Fund: 404 - SEWER CONNECTION FUND | | | | | 94,430.00 |
| FINANCE & COMMERCE, INC. | 742672490 | 04/13/2016 | 10062309 | 440.74.5900.740.50025 | 217.98 |
| FINANCE & COMMERCE, INC. | 742672491 | 04/08/2016 | 10062309 | 440.74.5900.740.50025 | 233.26 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 #1509E Impr Project | 04/13/2016 | Legal | 440.74.5900.740.30420 | 65.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 #1609D-Impr Prj 60th St Re | 04/13/2016 | Legal | 440.74.5900.740.30420 | 1,090.50 |
| Fund: 440 - PAVEMENT MANAGEMENT PROJ | | | | | 1,606.74 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|--|------------|----------------------------|-----------------------|-------------------|
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 #1411-Impr Prj Argenta Trl | 04/13/2016 | Legal | 446.74.5900.746.30420 | 67.50 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 #1512-Impr Project | 04/13/2016 | Legal | 446.74.5900.746.30420 | 473.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 #1513-Impr Project | 04/13/2016 | Legal | 446.74.5900.746.30420 | 1,159.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 #1516 Impr Project | 04/13/2016 | Legal | 446.74.5900.746.30420 | 68.00 |
| Fund: 446 - NW AREA | | | | | 1,767.50 |
| WELLS FARGO CREDIT CARD ACH | First Supply Llc #4010 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 447.00.7500.460.40040 | 1,038.65 |
| Fund: 447 - ADA | | | | | 1,038.65 |
| EMMONS & OLIVIER RESOURCES | 00095-0051-1 | 04/20/2016 | 00095-0051 | 448.74.5900.748.30300 | 701.50 |
| Fund: 448 - NWA - STORM WATER | | | | | 701.50 |
| EXPERT TREE AND SERVICE AND SCIENCE | 6876 | 04/13/2016 | 3/28/16 | 450.75.5900.750.40047 | 4,130.78 |
| Fund: 450 - COMMUNITY PROJECTS FUND | | | | | 4,130.78 |
| CITY OF WEST ST. PAUL | 2016-0055 | 04/20/2016 | DECEMBER 2015 | 451.75.5900.751.30700 | 1,662.56 |
| JOEL CARLSON | 4/15/16 | 04/20/2016 | MAY 2016 | 451.75.5900.751.30700 | 1,000.00 |
| Fund: 451 - HOST COMMUNITY FUND | | | | | 2,662.56 |
| AUTOMATIC SYSTEMS CO. | 30035 | 04/13/2016 | INVE01 | 501.50.7100.512.40042 | 782.30 |
| CITY OF BLOOMINGTON | 3/1/16-3/31/16 | 04/13/2016 | 3/31/16 | 501.50.7100.512.30700 | 420.00 |
| ELROY'S ELECTRIC SERVICE | 4867 | 04/13/2016 | 4/1/16 | 501.50.7100.512.40040 | 113.94 |
| GOPHER STATE ONE-CALL | 6030454 | 04/13/2016 | MN00435 | 501.50.7100.512.30700 | 346.55 |
| GRAYBAR | 984244290 | 04/13/2016 | 0000101705 | 501.50.7100.512.40040 | 81.78 |
| HD SUPPLY WATERWORKS LTD | F249705 | 03/30/2016 | 099872 | 501.50.7100.512.40043 | (239.68) |
| HD SUPPLY WATERWORKS LTD | F303747 | 04/13/2016 | 099872 | 501.50.7100.512.40043 | 1,799.02 |
| HD SUPPLY WATERWORKS LTD | F303751 | 04/13/2016 | 099872 | 501.50.7100.512.40043 | 84.91 |
| HD SUPPLY WATERWORKS LTD | F047408 | 04/13/2016 | 099872 | 501.50.7100.512.40042 | 13,000.00 |
| LEAGUE OF MN CITIES | 234379 | 04/13/2016 | 3/29/16 | 501.50.7100.512.50080 | 80.00 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 501.207.2070200 | 1,517.18 |
| SPRINT | 842483314-173 | 04/20/2016 | Telephone | 501.50.7100.512.50020 | 69.98 |
| TYLER TECHNOLOGIES, INC | 025-152086 | 04/13/2016 | 41443 | 501.50.7100.512.70440 | 500.63 |
| WATER CONSERVATION SERVICES INC | 6715 | 04/13/2016 | 4/6/16 | 501.50.7100.512.40046 | 282.40 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 501.50.7100.512.60016 | 90.66 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 501.50.7100.512.60040 | 138.19 |
| WELLS FARGO CREDIT CARD ACH | Awwa.Org WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 501.50.7100.512.50070 | 1,825.00 |
| XCEL ENERGY | 496358518 | 04/20/2016 | Gas & Electric | 501.50.7100.512.40010 | 970.24 |
| XCEL ENERGY | 496358518 | 04/20/2016 | Gas & Electric | 501.50.7100.512.40020 | 12,244.05 |
| Fund: 501 - WATER UTILITY FUND | | | | | 34,107.15 |
| HYDRO KLEAN, INC. | 54529 | 04/13/2016 | 3/30/16 | 502.51.7200.514.40043 | 5,909.10 |
| HYDRO KLEAN, INC. | 54529 | 04/13/2016 | 3/30/16 | 502.51.7200.514.60016 | 4,000.00 |
| METROPOLITAN COUNCIL ENVIRON SRVCS | 0001053877 | 04/20/2016 | 5084 | 502.51.7200.514.40015 | 145,904.71 |
| TYLER TECHNOLOGIES, INC | 025-152086 | 04/13/2016 | 41443 | 502.51.7200.514.70440 | 500.62 |
| XCEL ENERGY | 496358518 | 04/20/2016 | Gas & Electric | 502.51.7200.514.40010 | 167.04 |
| XCEL ENERGY | 496358518 | 04/20/2016 | Gas & Electric | 502.51.7200.514.40020 | 1,282.70 |
| Fund: 502 - SEWER UTILITY FUND | | | | | 157,764.17 |
| ALL STAR PRO GOLF, INC. | 251985 | 04/13/2016 | 210365 | 503.52.8200.523.76400 | 389.16 |
| ALL STAR PRO GOLF, INC. | 252173 | 04/13/2016 | 210365 | 503.52.8000.521.60010 | 907.05 |
| ARAMARK UNIFORM SERVICES | 1718445831 | 04/20/2016 | 792502342 | 503.52.8600.527.60045 | 90.96 |
| CLUB CAR, LLC | 586056 | 04/20/2016 | 1583420 | 503.52.8600.527.40042 | 115.33 |
| COCA COLA BOTTLING COMPANY | 0109600701 | 04/20/2016 | 4/15/16 | 503.52.8300.524.76100 | 92.64 |
| COCA COLA BOTTLING COMPANY | 0109600703 | 04/20/2016 | 4/15/16 | 503.52.8300.524.76100 | 61.32 |
| DENNY'S 5TH AVENUE BAKERY | 604207 | 04/20/2016 | IW185 | 503.52.8300.524.76050 | 42.86 |
| DRAFT TECHNOLOGIES | 04111605 | 04/13/2016 | 4/11/16 | 503.52.8300.524.40042 | 50.00 |
| GLOVEIT, LLC | 84090 | 04/13/2016 | F82853 | 503.52.8200.523.76300 | 472.23 |
| GRAINGER | 9070411427 | 04/13/2016 | 855256939 | 503.52.8500.526.40040 | 90.80 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 503.207.2070300 | 2,003.49 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 503.52.8000.521.60010 | 62.36 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 503.52.8400.525.40041 | 5.43 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 503.52.8400.525.40041 | 6.88 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 503.52.8600.527.60050 | 12.78 |
| NAPA OF INVER GROVE HEIGHTS | 455812 | 04/20/2016 | 4165 | 503.52.8600.527.60012 | 33.19 |
| NAPA OF INVER GROVE HEIGHTS | 455888 | 04/20/2016 | 4165 | 503.52.8600.527.60040 | 194.16 |
| NATURE CALLS, INC. | 24570 | 04/20/2016 | OCTOBER 2015 | 503.52.8600.527.40065 | 124.27 |
| NAVIKA USA INC. | 00051851 | 04/13/2016 | 040116 | 503.52.8200.523.76400 | 328.45 |
| PUKKA | BU00906-IN | 04/13/2016 | 4/11/16 | 503.52.8200.523.76200 | 443.04 |
| REINDERS, INC. | 3036191-00B | 04/13/2016 | 326799 | 503.52.8600.527.60050 | 20.00 |
| REINDERS, INC. | 3036576-00 | 04/20/2016 | 326799 | 503.52.8600.527.60020 | 186.43 |
| SHAMROCK GROUP | 1992449 | 04/20/2016 | 07176 | 503.52.8300.524.76100 | 229.50 |
| SOUTH BAY DESIGN | 4/1/16 | 04/13/2016 | 040116 | 503.52.8500.526.50025 | 345.00 |
| SUPERIOR TURF SERVICES INC | 12157 | 04/20/2016 | 4/5/16 | 503.52.8600.527.60030 | 2,780.87 |
| TAYLOR MADE GOLF COMPANY INC | 31557886 | 04/13/2016 | 602343 | 503.52.8200.523.76200 | 127.25 |
| TDS METROCOM | 4/13/16 651 457 3667 | 04/20/2016 | 651 457 3667 | 503.52.8500.526.50020 | 258.07 |
| THE CIT GROUP COMMERCIAL SERVICES | PSI-279405 | 04/13/2016 | 550045 | 503.52.8200.523.76200 | 1,877.94 |
| THE CIT GROUP COMMERCIAL SERVICES | PSI-279434 | 04/13/2016 | MN085 | 503.52.8200.523.76200 | 2,042.93 |
| TITLEIST | 902267743 | 04/13/2016 | US00008363 | 503.52.8200.523.76200 | 104.37 |
| TWIN CITY SAW | A21983 | 04/20/2016 | 4/14/16 | 503.52.8600.527.60012 | 87.48 |
| US FOODSERVICE | 3578035 | 04/20/2016 | 03805983 | 503.52.8300.524.76050 | 153.15 |
| WELLS FARGO CREDIT CARD ACH | Fastsigns Of Bloomingt WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8100.522.50050 | 81.53 |
| WELLS FARGO CREDIT CARD ACH | So St.Paul Steel Suppl WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8600.527.40042 | 840.12 |
| WELLS FARGO CREDIT CARD ACH | Mn Dvs Inv Grv Hts 161 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8600.527.50070 | 0.45 |
| WELLS FARGO CREDIT CARD ACH | Mn Dvs Inv Grv Hts 161 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8600.527.50070 | 18.25 |
| WELLS FARGO CREDIT CARD ACH | Tds Media Direct Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8500.526.50025 | 208.00 |
| WELLS FARGO CREDIT CARD ACH | Wal-Mart #1786 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 16.34 |
| WELLS FARGO CREDIT CARD ACH | Illetschkos Meats & Sm WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 30.00 |
| WELLS FARGO CREDIT CARD ACH | Illetschkos Meats & Sm WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 30.00 |
| WELLS FARGO CREDIT CARD ACH | Batteries Plus #02 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8500.526.70600 | 4.81 |
| WELLS FARGO CREDIT CARD ACH | Lillie Suburban Newspa WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 503.52.8600.527.50070 | 122.00 |
| WILSON SPORTING GOODS | 4519868492 | 04/13/2016 | 187981 | 503.52.8100.522.60060 | 3,506.84 |
| WINFIELD SOLUTIONS, LLC | 000060705775 | 04/20/2016 | 7884532 | 503.52.8600.527.60030 | 128.25 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|--------------------------------|------------|----------------------------|-----------------------|------------------|
| WINFIELD SOLUTIONS, LLC | 000060705776 | 04/20/2016 | 156650 | 503.52.8600.527.60035 | 4,852.30 |
| XCEL ENERGY | 495475791 | 04/20/2016 | Gas & Electric | 503.52.8500.526.40010 | 106.25 |
| XCEL ENERGY | 495475791 | 04/20/2016 | Gas & Electric | 503.52.8500.526.40020 | 552.87 |
| XCEL ENERGY | 495475791 | 04/20/2016 | Gas & Electric | 503.52.8600.527.40010 | 206.21 |
| XCEL ENERGY | 495475791 | 04/20/2016 | Gas & Electric | 503.52.8600.527.40020 | 435.06 |
| YAMAHA GOLF & UTILITY, INC. | 01-142548 | 04/20/2016 | INVERWOOD | 503.52.8400.525.40041 | 301.28 |
| YAMAHA GOLF & UTILITY, INC. | 01-152807 | 04/20/2016 | INVERWOOD | 503.52.8600.527.40042 | 24.22 |
| YAMAHA GOLF & UTILITY, INC. | 01-152594 | 04/13/2016 | J44825110000 | 503.52.8400.525.40041 | 100.00 |
| YAMAHA GOLF & UTILITY, INC. | 01-152646 | 04/20/2016 | INVERWOOD | 503.52.8400.525.40041 | 187.06 |
| YAMAHA GOLF & UTILITY, INC. | 01-152691 | 04/20/2016 | INVERWOOD | 503.52.8400.525.40041 | 350.00 |
| YAMAHA GOLF & UTILITY, INC. | 01-152716 | 04/20/2016 | INVERWOOD | 503.52.8400.525.40041 | 44.60 |
| Fund: 503 - INVER WOOD GOLF COURSE | | | | | 25,795.83 |
| EHLERS AND ASSOCIATES, INC. | 70242 | 04/20/2016 | 4/12/16 | 511.50.7100.512.30150 | 1,040.00 |
| Fund: 511 - NWA - WATER | | | | | 1,040.00 |
| EHLERS AND ASSOCIATES, INC. | 70242 | 04/20/2016 | 4/12/16 | 512.51.7200.514.30150 | 1,040.00 |
| Fund: 512 - NWA - SEWER | | | | | 1,040.00 |
| ARROW MOWER, INC. | 39379 | 04/13/2016 | 10870 | 603.00.5300.444.40041 | 45.23 |
| ARROW MOWER, INC. | 39413 | 04/13/2016 | 10886 | 603.00.5300.444.40041 | 30.92 |
| BOYER TRUCKS - MINNEAPOLIS | 285013 | 04/20/2016 | C20390 | 603.00.5300.444.40041 | 104.45 |
| CARQUEST OF MSP-ROSEMOUNT | 1596-245451 | 04/20/2016 | 614420 | 603.00.5300.444.40041 | 62.53 |
| EMERGENCY RESPONSE SOLUTIONS | 6165 | 04/20/2016 | 3/29/16 | 603.00.5300.444.80700 | 386.84 |
| FACTORY MOTOR PARTS COMPANY | 1-4959917 | 04/20/2016 | 10799 | 603.00.5300.444.40041 | 162.04 |
| FACTORY MOTOR PARTS COMPANY | 1-207389 | 04/20/2016 | 10799 | 603.00.5300.444.40041 | (40.00) |
| HEALTHEAST VEHICLE SERVICES | 0000022900 | 04/13/2016 | 0000024003 | 603.00.5300.444.80700 | 340.06 |
| HEALTHEAST VEHICLE SERVICES | 0000022901 | 04/13/2016 | 0000023795 | 603.00.5300.444.80700 | 10,329.66 |
| HEALTHEAST VEHICLE SERVICES | 0000022922 | 04/13/2016 | 0000024017 | 603.00.5300.444.80700 | 10,504.46 |
| HEALTHEAST VEHICLE SERVICES | 0000022927 | 04/13/2016 | 0000024194 | 603.00.5300.444.80700 | 657.53 |
| INVER GROVE FORD | 5205231 | 04/13/2016 | 3/30/16 | 603.00.5300.444.40041 | 126.48 |
| KREMER SERVICES LLC | 0000043184 | 04/13/2016 | 0000051773 | 603.00.5300.444.40042 | 866.49 |
| MACQUEEN EQUIPMENT INC | s16157 | 04/13/2016 | S16157 | 603.00.5300.444.40041 | 4,029.67 |
| MANSFIELD OIL COMPANY | 295505 | 04/13/2016 | 23866-02-295505 | 603.140.1450060 | 8,308.40 |
| MANSFIELD OIL COMPANY | 295507 | 04/13/2016 | 23866-01-295507 | 603.140.1450060 | 4,323.65 |
| MID CITY SERVICES, INC. | 40306 | 04/13/2016 | 3/30/16 | 603.00.5300.444.40065 | 42.75 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 603.207.2070400 | 20.00 |
| O'REILLY AUTO PARTS | 1767-200183 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 191.99 |
| O'REILLY AUTO PARTS | 1767-200184 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 24.43 |
| O'REILLY AUTO PARTS | 1767-200652 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 11.04 |
| O'REILLY AUTO PARTS | 1767-199253 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 339.78 |
| O'REILLY AUTO PARTS | 1767-199366 | 04/20/2016 | 1578028 | 603.00.5300.444.60012 | 23.99 |
| O'REILLY AUTO PARTS | 1767-199467 | 04/20/2016 | 1578028 | 603.140.1450050 | 20.50 |
| O'REILLY AUTO PARTS | 1767-199468 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 47.54 |
| O'REILLY AUTO PARTS | 1767-199469 | 04/20/2016 | 1578028 | 603.00.5300.444.60012 | 9.50 |
| O'REILLY AUTO PARTS | 1767-199470 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 115.98 |
| O'REILLY AUTO PARTS | 1767-199471 | 04/20/2016 | 1578028 | 603.00.5300.444.40041 | 85.24 |
| O'REILLY AUTO PARTS | 1767-199504 | 04/20/2016 | 1578028 | 603.140.1450050 | 196.80 |
| O'DAY EQUIPMENT, LLC | INV078139 | 04/13/2016 | 0845600 | 603.00.5300.444.40041 | 192.16 |
| TOWMASTER TRAILERS INC | 378516 | 04/13/2016 | 2946 | 603.00.5300.444.40041 | 81.69 |
| UNIFIRST CORPORATION | 090 0299889 | 04/20/2016 | 1051948 | 603.00.5300.444.40065 | 137.02 |
| UNIFIRST CORPORATION | 090 0299889 | 04/20/2016 | 1051948 | 603.00.5300.444.60045 | 40.29 |
| UNIFIRST CORPORATION | 0900298857 | 04/13/2016 | 1051948 | 603.00.5300.444.40065 | 136.60 |
| UNIFIRST CORPORATION | 0900298857 | 04/13/2016 | 1051948 | 603.00.5300.444.60045 | 31.14 |
| WELLS FARGO CREDIT CARD ACH | Shell Oil 574245065qps WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.40041 | 32.00 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.40040 | 22.98 |
| WELLS FARGO CREDIT CARD ACH | Tractor-Supply-Co #019 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.40041 | 49.39 |
| WELLS FARGO CREDIT CARD ACH | Tractor-Supply-Co #019 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.40041 | 59.99 |
| WELLS FARGO CREDIT CARD ACH | Dakota Tech Custom Tra WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.50080 | 90.00 |
| WELLS FARGO CREDIT CARD ACH | Mn Dvs Inv Grv Hts 161 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.50070 | 27.00 |
| WELLS FARGO CREDIT CARD ACH | Mn Dvs Inv Grv Hts 161 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.50070 | 0.66 |
| WELLS FARGO CREDIT CARD ACH | Safety Glasses Usa Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 603.00.5300.444.60040 | 6.95 |
| XCEL ENERGY | 496163558 | 04/20/2016 | Gas & Electric | 603.00.5300.444.40010 | 587.62 |
| XCEL ENERGY | 496163558 | 04/20/2016 | Gas & Electric | 603.00.5300.444.40020 | 1,422.71 |
| ZARNOH BRUSH WORKS | 0159269-IN | 04/13/2016 | 0047528 | 603.140.1450050 | 744.00 |
| Fund: 603 - CENTRAL EQUIPMENT | | | | | 45,030.15 |
| INNOVATIVE OFFICE SOLUTIONS | SUM-024466 | 04/13/2016 | S28777 | 604.00.2200.416.60005 | 199.31 |
| INNOVATIVE OFFICE SOLUTIONS | SUM-024466 | 04/13/2016 | S28777 | 604.00.2200.416.60010 | 5,986.37 |
| Fund: 604 - CENTRAL STORES | | | | | 6,185.68 |
| HORWITZ NS/I | W37448 | 04/20/2016 | CTYOFIGH | 605.00.7500.460.40040 | 10,160.51 |
| HUEBSCH SERVICES | 3638284 | 04/13/2016 | 100075 | 605.00.7500.460.40065 | 113.54 |
| LONE OAK COMPANIES | 70601 | 04/13/2016 | 3/26/16 | 605.00.7500.460.50035 | 393.28 |
| LONE OAK COMPANIES | 4/18/16 | 04/20/2016 | UTILITY BILLING | 605.00.7500.460.50035 | 1,497.76 |
| LOW VOLTAGE CONTRACTORS | 5512-1-0 | 12/31/2015 | 5512-1-0 | 605.00.7500.460.50070 | (8,016.00) |
| LOW VOLTAGE CONTRACTORS | SIL-62572 | 04/13/2016 | 85892 | 605.00.7500.460.40040 | 6,108.96 |
| MAS COMMUNICATIONS | 160300080 | 04/13/2016 | 1010 | 605.00.7500.460.40040 | 48.20 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 605.00.7500.460.40040 | 0.44 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 605.00.7500.460.40065 | 0.16 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 605.00.7500.460.60016 | 0.75 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 605.00.7500.460.60065 | 0.42 |
| OVERHEAD DOOR CO OF THE NORTHLAND | 93313 | 04/20/2016 | 4/6/16 | 605.00.7500.460.40040 | 300.00 |
| WELLS FARGO CREDIT CARD ACH | Homedept.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 605.00.7500.460.40040 | 6.99 |
| WELLS FARGO CREDIT CARD ACH | Homedept.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 605.00.7500.460.60040 | 28.82 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 605.00.7500.460.60011 | 7.01 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 605.00.7500.460.60016 | 47.07 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|------------------------------------|--|------------|-------------------------------------|-----------------------|-------------------|
| WELLS FARGO CREDIT CARD ACH | Seacolectrc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 605.00.7500.460.60016 | 837.82 |
| WELLS FARGO CREDIT CARD ACH | Minnesota Elevator Inc WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 605.00.7500.460.40040 | 246.40 |
| XCEL ENERGY | 496163558 | 04/20/2016 | Gas & Electric | 605.00.7500.460.40020 | 6,994.18 |
| ZEE MEDICAL SERVICE | 54111327 | 04/20/2016 | 4/4/16 | 605.00.7500.460.60065 | 185.75 |
| Fund: 605 - CITY FACILITIES | | | | | 18,962.06 |
| LOW VOLTAGE CONTRACTORS | SOI.042483B | 12/31/2015 | 85892 | 606.00.1400.413.30700 | 265.00 |
| LOW VOLTAGE CONTRACTORS | SOI.042791 | 12/31/2015 | 85892 | 606.00.1400.413.30700 | 1,416.98 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 606.00.1400.413.60065 | 1.74 |
| MN DEPT OF REVENUE | 16-Mar | 04/20/2016 | Taxes | 606.00.1400.413.80610 | 11.56 |
| PETTY CASH-WF PURCHASE CARD FEES | DIANE EASTON WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 606.00.1400.413.50065 | 1.84 |
| PETTY CASH-WF PURCHASE CARD FEES | DIANE EASTON WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 606.00.1400.413.50065 | 2.92 |
| PETTY CASH-WF PURCHASE CARD FEES | DIANE EASTON WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 606.00.1400.413.50065 | 3.24 |
| PETTY CASH-WF PURCHASE CARD FEES | DIANE EASTON WF OOP 3/16 | 04/20/2016 | Wells Fargo Out of Pocket Reimburse | 606.00.1400.413.50065 | 2.92 |
| WELLS FARGO CREDIT CARD ACH | Caribou Coffee#1205 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 606.00.1400.413.50075 | 25.69 |
| WELLS FARGO CREDIT CARD ACH | The Home Depot #2843 WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 606.00.1400.413.60040 | 17.11 |
| WELLS FARGO CREDIT CARD ACH | Www.Logmein.Com WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 606.00.1400.413.50070 | 999.00 |
| WELLS FARGO CREDIT CARD ACH | Cc Men Hts 110&Dodd WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 606.00.1400.413.50075 | 25.69 |
| WELLS FARGO CREDIT CARD ACH | At&T Bill Payment WF 3/16 | 04/20/2016 | Wells Fargo Purchase Cards | 606.00.1400.413.50020 | 54.68 |
| Fund: 606 - TECHNOLOGY FUND | | | | | 2,828.37 |
| CULLIGAN | 3/31/16 157-98473242-8 | 04/20/2016 | 157-98473242-8 | 702.229.2286300 | 31.45 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Blackstone Highlands | 04/13/2016 | Legal | 702.229.2294102 | 475.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Blackstone Ridges | 04/13/2016 | Legal | 702.229.2289802 | 1,818.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Blackstone Vista | 04/13/2016 | Legal | 702.229.2282902 | 365.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Crosby Heights | 04/13/2016 | Legal | 702.229.2284002 | 2,227.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Fleming Addition | 04/13/2016 | Legal | 702.229.2291102 | 608.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Forfeiture-Jason Dzewic | 04/13/2016 | Legal | 702.229.2291000 | 80.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Forfeiture-Richard A Roone | 04/13/2016 | Legal | 702.229.2291000 | 32.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Forfeiture-Ruiz | 04/13/2016 | Legal | 702.229.2291000 | 16.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Luther Nissan Kia | 04/13/2016 | Legal | 702.229.2282402 | 66.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Police-Forfeiture | 04/13/2016 | Legal | 702.229.2291000 | 24.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Wakota Storage | 04/13/2016 | Legal | 702.229.2288601 | 1,114.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 3/16 Xcel/Wescott Storage Build | 04/13/2016 | Legal | 702.229.2295802 | 66.00 |
| PETTY CASH - POLICE | 4/8/16 | 04/13/2016 | PETTY CASH | 702.229.2291000 | 20.75 |
| Fund: 702 - ESCROW FUND | | | | | 6,943.20 |
| Grand Total | | | | | 874,378.76 |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Amendment to the Contract with Duinick Golf for the 2016 Inver Wood Golf Course Improvement Project

Meeting Date: April 25, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Joe Lynch/Kristi Smith
 Matt Moynihan/Joel Metz

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 an amendment to the contract awarded to Duinick Golf. The amendment includes adding the relocation of the target greens and bunkers on the driving range (Alternate 1) back into the project. The original contract was awarded in the amount of \$2,047,700. With the amendment, the new contract total is \$2,097,700. The established project budget of \$2,287,700 is unchanged. The amended project includes:

| Items | Description | Amount |
|--|--|--------------------|
| Course and Driving Range improvements | Bunker work and driving range improvements | \$954,000 |
| Installation of a Toro irrigation system | HDPE pipe and Toro parts/controllers | \$1,130,000 |
| <i>Alternate 1 (deduct)</i> | <i>Driving Range Target Greens/Bunkers</i> | <i>(\$50,000)</i> |
| Alternate 2 (deduct) | City staff to remove trees | (\$3,000) |
| Alternate 9 (add) | Add flexible irrigation heads | \$16,700 |
| Sub Total | Contract with Duinick Golf | \$2,097,700 |
| Topsoil | City purchase topsoil | \$70,000 |
| Move electrical service | City coordinate with Xcel | \$10,000 |
| <i>SWPPP/Storm Water Items</i> | | <i>\$60,000</i> |
| <i>SWPPP/Storm Water Items</i> | | <i>\$10,000</i> |
| Architect | Contract administration/field observation | \$26,000 |
| Miscellaneous | Ball dispenser/miscellaneous trees | \$24,000 |
| Project Contingency | | \$50,000 |
| Project Total | | \$2,287,700 |

SUMMARY

The Council approved the project on March 14th, and at that time staff estimated we would need \$60,000 to implement storm water requirements. Since that time, we have completed the Storm Water Pollution Prevention Plan and determined that the irrigation pond adjacent to the 18th green will not need any special permitting. This allows the City to consider relocating the target greens and bunkers on the driving range as originally planned, all within the approved budget.

Funding for the project remains the same with \$240,000 cash from the Golf Course Fund and \$2,047,700 from Golf Course revenues over the next 25 years.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE INTERIM APPOINTMENT AND PAY DIFFERENTIAL

Meeting Date: April 25, 2016
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Janet Shefchik, H.R. Manager
 Reviewed by: Joe Lynch, City Administrator

| | |
|-------------------------------------|------------------------------------|
| 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 Confirm the interim appointment of Lt. Sean Folmar to Acting Police Chief and approve temporary special assignment pay as recommended by the City Administrator under City Personnel Code 1-6A-11-1(B).

SUMMARY The Police Chief is on paid administrative leave for an indeterminate amount of time. As this position is key to the continuity of the City’s public safety operations, the City Administrator has directed Lt. Sean Folmar to assume the essential duties of the Police Chief on an interim basis.

In recognition of these additional duties and responsibilities, the City Administrator is asking that the Council confirm Lt. Folmar’s interim appointment to Acting Police Chief and approve temporary special assignment pay of an additional \$759/mo. through the end of the appointment. This amount represents 50% of the difference between the (top step of the) two positions.

At this time there are sufficient funds available in the 2016 budget to cover the temporary assignment pay.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Resolution Changing the Polling Location for Precinct 6

Meeting Date: April 25, 2016
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Michelle Tesser
 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 a resolution changing the polling location for Precinct 6 from Good Shepard Church 7600 Cahill Ave. to St. Patrick's Church 3535 72nd St. E.

SUMMARY: Due to the schedule for the construction and renovation of Good Shepard Church, use of the facility will not be available for use as a polling location during the 2016 Elections. Space and parking constraints are not conducive to conducting elections or providing a safe, secure and efficient environment for the voters in Precinct 6. To that end, staff is proposing that the polling location of Precinct 6 be combined with St. Patrick's Church, 3535 72nd Street East.

Dakota County representative Andy Lokken has approved St. Patrick's Church as a combined polling location. Arrangements have been made with Dakota County Elections staff to prepare and send a notice to every affected household with at least one registered voter in the precinct. Notice is required to be sent at least 25 days before the August 9, 2016 Primary Election, M.S 204B.16 subd 1a. There is 1125 registered voters in Precinct 6. Households will received notice before July 15, 2016.

There is approximately 4,000 registered voters in Precinct 6 and 7. St. Patrick's Church has two entrances and two large rooms creating a great location that would accommodate a combined polling location. Precincts will remain separate. Staff will ensure that election judges adequately mark the entrances to the facility and assist voters to ensure they are voting in the correct precinct. The City Clerk has spoken and received approval from the election representative of St. Patrick's Church. This is a temporary polling location change. Good Shepard Church will allow us to designate them as a polling location for Precinct 6 in 2018.

City staff will post information regarding the change on the City's Insights, website, press release, social media and create additional signage to be placed at Good Shepard Church and St. Patrick's Church.

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

RESOLUTION NO. _____

**RESOLUTION AMENDING RESOLUTION NO. 5797 ESTABLISHING BOUNDARIES FOR
VOTING PRECINCTS AND POLLING LOCATIONS FOR PRECINCTS ONE THROUGH
TEN BY CHANGING THE POLLING LOCATION FOR PRECINCT 6**

WHEREAS, Resolution No. 5797 adopted by the City Council of Inver Grove Heights on August 9, 1993, established voting precinct boundaries and polling locations within the City of Inver Grove Heights, and;

WHEREAS, pursuant to Minnesota Election Laws 2008, Section 204B.16, Subd. 3. Designation Effective Until Changed, the designation of a polling place shall remain effective until a different polling place is designated for that precinct, and;

WHEREAS, for the purposes of renovation and construction at Good Shepard Church, 3535 72nd St. East, the previously designated polling location for Precinct 6 in the City, it is necessary to designate a combined polling location at St. Patrick's Church, 7600 Cahill Ave. This Designation is for the 2016 election year and will return to Good Shepard Church in the 2018 election year.

NOW, THEREFORE BE IT RESOLVED that the new polling location for Inver Grove Heights Precinct 6 shall be: St. Patrick's Church 7600 Cahill Ave, Inver Grove Heights, Minnesota which is the nearest location to Precinct 6 that can accommodate an Election and;

BE IT FURTHER RESOLVED, that pursuant to Minnesota Election Laws 2008, Section 204B.16, Subd. 1a. Notice to Voters, the City Clerk has requested Dakota County prepare and send a notice to every affected household with at least one registered voter in the precinct as outlined by the Secretary of State and in conjunction with Dakota County Elections staff at least 25 days before the next election.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of April, 2016.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Designate 2016 Polling Locations for State Primary and General Election

Meeting Date: April 25, 2016
Item Type: Consent
Contact: 651.450.2513
Prepared by: Michelle Tesser
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 Resolution Designating 2016 Polling Locations for State Primary and General Election

SUMMARY:

Per M.S. 204B.16 subd. 1a & 3, it is required that the governing body of a municipality make the polling place designation by ordinance or resolution. The polling place designation remains in effect until the governing body makes a new designation. Changes cannot be made less than 90 days before the next election. The County Auditor has been notified of the 2016 polling place change.

All polling places must be:

- Fully accessible
- Large enough to accommodate the election activities
- Free of other, non-election activities
- Smoke free
- Liquor free and not next to a liquor services are and
- For cities in the metro area, within the precinct or within 1 mile from the precinct boundary or it is part of a combined police place.

All polling places have been inspected by the Building Official and/or Combination Inspector and meet the above requirements per M.S. 204B.16.

The City Clerk asks that the Council approve the Resolution Designating 2016 Polling Locations for State Primary and General Election.

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

RESOLUTION NO. _____

**RESOLUTION DESIGNATING 2016 POLLING LOCATIONS FOR
STATE PRIMARY AND GENERAL ELECTION**

WHEREAS, The City Council of Inver Grove Heights on April 25, 2016, designate the 2016 Polling Locations within the City of Inver Grove Heights, and;

WHEREAS, pursuant to M.S. 204B.16 subd. 1a & 3, it is required that the governing body of a municipality make the polling place designation by ordinance or resolution, the designation of a polling place shall remain effective until the governing body makes a new designation and;

WHEREAS, the polling locations designations have been approved by the County Auditor and the polling locations comply with Election Law M.S. 144.414; 200.02 subd. 24, 204B.16 subd. 1. and;

NOW, THEREFORE BE IT RESOLVED that the polling place designations will be as follows:

- Precinct 1 – Amazing Grace Lutheran Church, 7160 South Robert Trail
- Precinct 2 – Inverhills Church, 8265 Babcock Trail
- Precinct 3 – National Guard Armory, 8076 Babcock Trail
- Precinct 4 – Inver Grove Heights City Hall, 8150 Barbara Ave.
- Precinct 5 – Emanuel Lutheran Church, 2075 70th St. E.
- Precinct 6 – St. Patrick’s Catholic Church, 3535 72nd St. E.
- Precinct 7 – St. Patrick’s Catholic Church, 3535 72nd St. E.
- Precinct 8 – River Heights Vineyard Church, 6070 Cahill Ave. E.
- Precinct 9 – South Side Baptist Church, 5613 South Robert Trail
- Precinct 10 – Bethesda Lutheran Church, 2855 47th St. E.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of April 2016.

Ayes:
Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Permanent Drainage and Stormwater Ponding Easement, Agreement Relating to Landowner Improvements, and Release and Indemnification Agreement Relating to Lot 4, Block 1, Wild Ridge Estates

Meeting Date: April 25, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works 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 |

SDT

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Permanent Drainage and Stormwater Ponding Easement, Agreement Relating to Landowner Improvements, and Release and Indemnification Agreement relating to Lot 4, Block 1, Wild Ridge Estates.

SUMMARY

The owners of 1355 96th St are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Jon and Kevalene Skogh, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement and other documents (attached). An engineering escrow of \$750 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also executed a SWFMA for an infiltration basin to be constructed on the lot. In addition, they will be providing a drainage and utility easement over the regional basin. A Release and Indemnification Agreement has been executed to hold the City harmless because the driveway elevation has been set at the 50-year level to protect the existing building from the 100-year event.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Permanent Drainage and Stormwater Ponding Easement, Agreement Relating to Landowner Improvements, and Release and Indemnification Agreement relating to Lot 4, Block 1, Wild Ridge Estates.

TJK/mw

- Attachments:
- Custom Grading Agreement
 - Storm Water Facilities Maintenance Agreement
 - Permanent Drainage and Stormwater Ponding Easement
 - Agreement Relating to Landowner Improvements
 - Release and Indemnification Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 4, BLOCK 1, WILD RIDGE ESTATES
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 25th day of April, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Lot be improved with grading, drainage and erosion control facilities, storm water management improvements and associated landscaping;

WHEREAS, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been approved by the Director of PWD.

NOW, THEREFORE, subject to the terms and conditions of this Custom Grading Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

ARTICLE 1 DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the Custom Grading Agreement, 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 OWNER. "Owner" means Jon Skogh and Kevalene Skogh, husband and wife, and their successors and assigns.

1.4 **DEVELOPMENT PLANS.** "Development Plans" means all those plans, drawings, specifications and surveys identified on the attached Appendix 1.

1.5 **CUSTOM GRADING AGREEMENT.** "Custom Grading Agreement" means this instant contract by and between the City and Owner.

1.6 **COUNCIL.** "Council" means the Council of the City of Inver Grove Heights.

1.7 **PWD.** "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.8 **DIRECTOR OF PWD.** "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.9 **COUNTY.** "County" means Dakota County, Minnesota.

1.10 **OTHER REGULATORY AGENCIES.** "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 **UTILITY COMPANIES.** "Utility Companies" means and includes the following:

- a.) utility companies, including electric, gas and cable
- b.) pipeline companies.

1.12 **PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Plat or transferred pursuant to this Custom Grading Agreement.

1.13 **IMPROVEMENTS.** "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 **OWNER DEFAULT.** "Owner Default" means and includes any of the following or any combination thereof:

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

1.15 **FORCE MAJEURE.** "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.16 **OWNER WARRANTIES.** "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for

all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 CITY WARRANTIES. "City Warranties" means that the City hereby warrants and represents as follows:

- A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

1.18 FORMAL NOTICE. "Formal Notice" means notices 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 and postal charges prepaid, addressed as follows:

If to CITY: City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Owner: Jon Skogh and Kevalene Skogh
1355 – 96th Street E.
Inver Grove Heights, MN 55077

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.

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 4, Block 1, Wild Ridge Estates, Dakota County, Minnesota.

Abstract Property

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. **APPROVAL OF DEVELOPMENT PLANS.** Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

2.2 **RECORDING.** This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permits shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3
IMPROVEMENTS

3.1 **IMPROVEMENTS.** The Owner shall install, at its own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 **GROUND MATERIAL.** The Owner shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 **GRADING/DRAINAGE PLAN.** The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

3.4 **BOULEVARD AND AREA RESTORATION.** The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 **STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Plat resulting from the grading or building on the land within the Plat by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of

construction equipment.

3.6 **LANDSCAPING.** Site landscaping shall be in accordance with the Development Plans.

3.7 **EROSION CONTROL.** The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Plat including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Lot is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.8 **GRADING/DRAINAGE PLAN AND EASEMENTS.** The Developer shall construct drainage facilities adequate to serve the Plat in accord with the Development Plans. The Owner and Developer agree to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Plat or in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Development Contract. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 9.

3.9 **AS BUILT INFORMATION.** One (1) copy, on paper, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD. As-built information shall also be submitted in an electronic Adobe PDF file format. Note: All corrected links, grades, and elevations shall have a line drawn through the original text and new information placed nearby; the original information or text shall not be erased.

ARTICLE 4 **OTHER PERMITS**

4.1 **PERMITS.** The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion

and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5
RESPONSIBILITY FOR COSTS

5.1 IMPROVEMENT COSTS. The Owner shall pay for the Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

8.1 INDEMNIFICATION OF CITY. Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys 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:

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If a Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;
- d.) the City may, at its sole option, perform the work or improvements to be performed

by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Custom Grading Agreement is breached by the Owner and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

9.3 NO REMEDY EXCLUSIVE. 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 the Custom Grading 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. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2017. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2017, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2017.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner shall also deposit \$750.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$750.00 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

11.4 RECORDING. Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Lot.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading 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 Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading Agreement, waive 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 Custom Grading 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 Custom Grading 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.

11.8 GOVERNING LAW. This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11.9 COUNTERPARTS. This Custom Grading 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.

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

11.12 ACCESS. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Lot to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

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

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

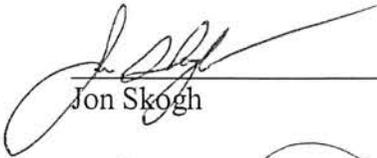
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

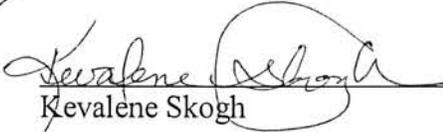
On this 25th day of April, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:



Jon Skogh



Kevalene Skogh

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Jon Skogh and Kevalene Skogh, 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 Public

THIS INSTRUMENT DRAFTED BY:
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

APPENDIX 1
LIST OF DEVELOPMENT PLANS

| <u>PLAN</u> | <u>DATE OF PLAN PREPARATION</u> | <u>PREPARED BY</u> |
|-------------------------------------|--|-------------------------------|
| Grading and Erosion Control Plan | 3-25-16 | Stark Engineering |

Approved by the City Engineer on April 15, 2016.

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

| <u>CHECKED</u> | <u>COMPLETION DATE</u> | <u>IMPROVEMENT</u> |
|-----------------------|---|--|
| <u> X </u> | Prior to obtaining building permit or September 1, 2016, whichever occurs first | grading, drainage, and sediment & erosion control |
| <u> X </u> | Prior to Certificate of Occupancy | As-built |
| <u> X </u> | Within 6 months after Certificate of Occupancy | landscaping |

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 4, BLOCK 1, WILD RIDGE ESTATES
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of April, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Jon Skogh and Kevalene Skogh, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby 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 **Landowner.** “Landowner” means Jon Skogh and Kevalene Skogh, husband and wife, and their successors and assigns.

1.4 **Storm Water Facilities.** “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

The existing and any future drainage basins and drainage swales lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Grading and Erosion Control Plan prepared by Stark Engineering dated March 25, 2016 approved by the City Engineer on April 15, 2016. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Custom Grading Agreement between the City and the Landowner for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to September 1, 2016, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

- ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared an Operations & Maintenance Plan attached hereto as **Exhibit B**. The Operations & Maintenance Plan has been approved by the City and shows how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as prepared by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the

Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property 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 Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or

exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys 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:

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. 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 the 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. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner shall deposit \$750.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 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, waive 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.

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

6.4 **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.

6.5 **Consent.** Landowner consents to the recording of this Agreement.

6.6 **Notice.** Notice shall means notices 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 and postal charges prepaid, addressed as follows:

If to City: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner: Jon Skogh and Kevalene Skogh
1355 – 96th Street E.
Inver Grove Heights, MN 55077

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

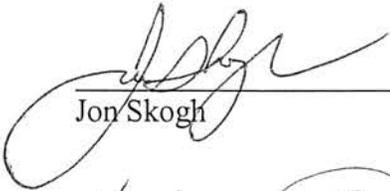
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of April, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:



Jon Skogh



Kevalene Skogh

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Jon Skogh and Kevalene Skogh, 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 Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 4, Block 1, Wild Ridge Estates according to the recorded plat thereof, Dakota County, Minnesota.

Abstract Property

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

| Maintenance Activity | Frequency | Procedure | Maintenance Done By |
|--|--|---|----------------------------------|
| 1. Sediment, trash and debris removal from inlet, outlets, pipes and structures. | Annually in spring and fall as needed. | Remove trash and/or debris. Pruning and weeding, mow filter strip | Property owner unless designated |
| 2. Sediment, trash and debris removal from bio-filtration basin and swale | Annually in spring and fall as needed. | Remove sediment and restore bio-filtration basin and swale to capacity | Property owner unless designated |
| 3. Erosion repair and vegetation replacement. | Annually in spring and fall as needed. | Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation | Property owner unless designated |
| 4. Mulch replacement | Every 2 to 3 years or as needed to maintain 3" to 4" depth | If applicable, add shredded hardwood mulch | Property owner |
| 5. Watering | As needed | Provide 1 inch of water when plants show signs of stress | Property owner |
| 6. Vegetation replacement and weeding | Annually in spring and fall | Replace dead vegetation and remove evasive or unwanted plants | Property owner |
| 7. Clean/fix structural components | As needed per inspection | Dependent on the type of damage; repair components per manufacturer's recommendations | Property owner unless designated |
| 8. Replacement of the bio-retention device. | Bio-retention device failure. | The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer. | Property owner unless designated |

EXHIBIT C
ANNUAL INSPECTION FORM

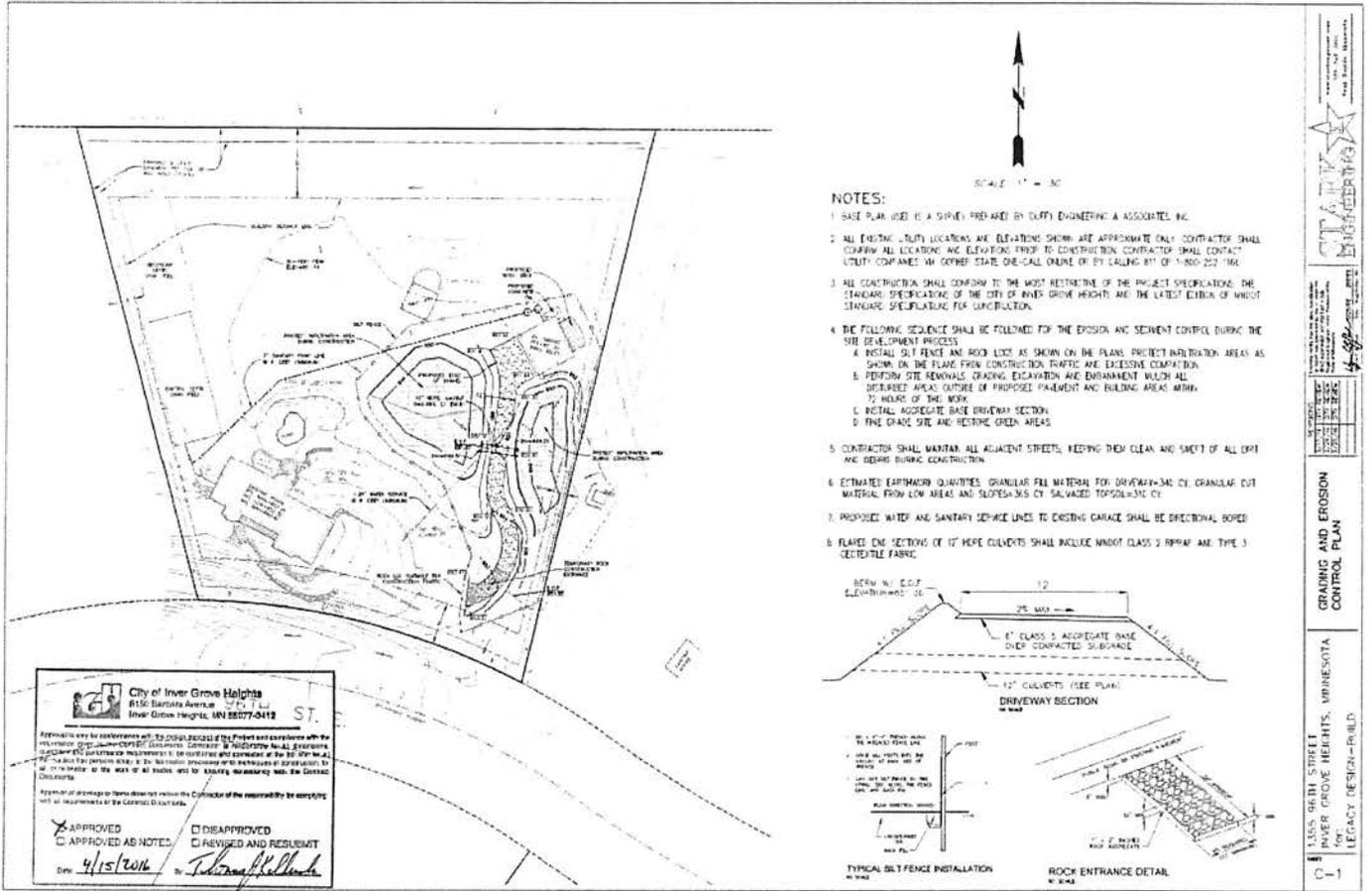
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

| INLET / OUTLET | | | | | |
|--------------------------|--------------|--------------------|---------------------------|--------------|------|
| STRUCTURE ID | | INSPECTION DATE | | INSPECTOR(S) | |
| LOCATION | | | | | |
| EASEMENT | | | | | |
| ACCESSIBLE | Y | N | | | |
| STRUCTURES IN ESMT. | Y | N | DESCRIPTION | | |
| TREES IN ESMT. | Y | N | LARGEST DIAMETER (INCHES) | | |
| STRUCTURE | FES | PIPE | CB | OTHER | |
| ATTRIBUTES | TRASH GUARD | WEIR | SURGE BASIN | OTHER | NONE |
| CONDITION* | OK | MINOR MAINTENANCE | MAJOR MAINTENANCE | INACCESSIBLE | |
| END SECTION EROSION | Y | N | | | |
| FLOW CONDITION | FLOW PRESENT | NO FLOW | SUBMERGED | | |
| COMMENTS | | | | | |
| VEGETATION/DEBRIS | WEEDS, ETC. | BRUSH, TREES, ETC. | GARBAGE/DEBRIS | NONE | |
| RESTRICTING FLOW | Y | N | | | |
| COMMENTS | | | | | |
| SEDIMENT | | | | | |
| CONDITION** | NONE | MINOR MAINTENANCE | MAJOR MAINTENANCE | | |
| COMMENTS | | | | | |
| RIP RAP | | | | | |
| PRESENT | Y | N | | | |
| CONDITION*** | OK | MINOR MAINTENANCE | MAJOR MAINTENANCE | | |
| COMMENTS | | | | | |
| ILLICIT DISCHARGE | Y | N | | | |
| COMMENTS | | | | | |

| | | | | | |
|-------------------------------|--|-------|--|--|--|
| MAINTENANCE PERFORMED: | | | | | |
| SIGNED: | | DATE: | | | |

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D STORM WATER FACILITY PLAN



PERMANENT DRAINAGE AND STORMWATER PONDING EASEMENT
FOR LOT 4, BLOCK 1, WILD RIDGE ESTATES
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 25th day of April, 2016, between Jon Skogh and Kevalene Skogh, 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 him 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 drainage and stormwater facilities and stormwater ponding 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 storm water facilities, storm water ponds, drainage facilities and underground pipes, culverts, conduits 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 storm water facilities, storm water ponds, drainage facilities, underground pipes, conduits, culverts 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 or conduits, together with the right to excavate and refill ditches or trenches for the location of such pipes or conduits; 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 or conduits 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, themselves or 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:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

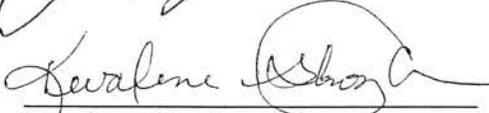
On this 25th day of April, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER



Jon Skogh



Kevalene Skogh

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Jon Skogh and Kevalene Skogh, 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 Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 4, Block 1, Wild Ridge Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage, stormwater facilities and stormwater ponding purposes and all such purposes ancillary, incident or related thereto over, under and across the following described property:

[insert legal description]

**AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS
WITHIN CITY EASEMENT ON
LOT 4, BLOCK 1, WILD RIDGE ESTATES,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 4, BLOCK 1, WILD RIDGE ESTATES,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made this 25th day of April, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Jon Skogh and Kevalene Skogh, husband and wife (hereafter referred to as “Landowners”). 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 Lot. “Subject Lot” means Lot 4, Block 1, Wild Ridge Estates, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

The Permanent Drainage and Stormwater Ponding Easement for the Subject Lot dated April 25, 2016 recorded with the office of the Dakota County Recorder as Document No. _____, Dakota County, Minnesota.

1.5 Landowners. “Landowners” means Jon Skogh and Kevalene Skogh husband and wife; and their assigns and successors in interest with respect to the Subject Lot.

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:

Jon Skogh and Kevalene Skogh
1355 – 96th Street E.
Inver Grove Heights, MN 55077

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 items located on the Subject Lot:

- Existing garage;
- paved driveway to be constructed over the City Easement which provides ingress and egress to and from the accessory dwelling unit located on the Subject Lot;
- driveway fill;
- culverts;
- pavilion;
- 1 1/4” water service labeled;
- 2” sanitary service labeled (top of structures should be above high water mark by one foot);
- Stone bench; and
- Existing boulder walls.

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 Construction Plan. “Construction Plan” means the sketch attached hereto as **Exhibit A** prepared by the City depicting the location of the Landowners Improvements. The Construction Plan is on file with the City.

1.10 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.

1.11 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.

1.12 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 Landowners are the fee title owners of the Subject Lot located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Lot. 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. Landowners have requested permission from the City to construct the Landowner Improvements within the City Easement.

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

- a.) The Landowners maintain the Landowner Improvements;
- b.) The Landowners agree 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.

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

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowners are hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall be constructed at the location shown on the Construction Plan.

The Landowners shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. The Landowners, at their own 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 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 Landowners understand and agree 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 Landowners for such events. The Landowners assume the risk of retaining the Landowner Improvements in the City Easement area.

3.6 Cost Deferential. If a Cost Deferential 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 Landowners shall pay the Cost Deferential to the City. The Landowners must make payment for the Cost Deferential within 30 days after the City has sent a written invoice for the Cost Deferential to the Landowners.

3.7 Remedies. If the Landowners fail 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 Landowners fail to make payments under Section 3.6, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Lot 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 Landowners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Lot.

Further, as an alternate means of collection, if the written billing is not paid by the Landowners, the City, without notice and without hearing, may specially assess

the Subject Lot for the costs and expenses incurred by the City. The Landowners hereby waive 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 Lot. The Landowners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowners acknowledge 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 Lot.

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.

3.8 Indemnification. The Landowners 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 Landowners 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.

3.9 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowners' obligations contained in Article 3 if the Landowners do not perform such obligations.

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

3.11 Recording. The Landowners shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

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

Upon request by the Landowners, the City will prepare for the Landowners, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.7 hereof.

3.13 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.

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

3.15 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.

3.16 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.

[remainder of page intentionally left blank]

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, Mayor

Attest:

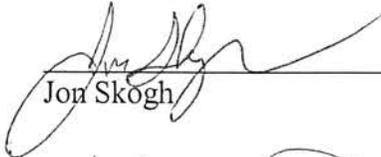
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

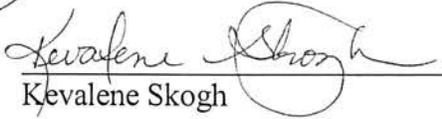
On this 25th day of April, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNERS



Jon Skogh



Kevalene Skogh

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Jon Skogh and Kevalene Skogh, 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.





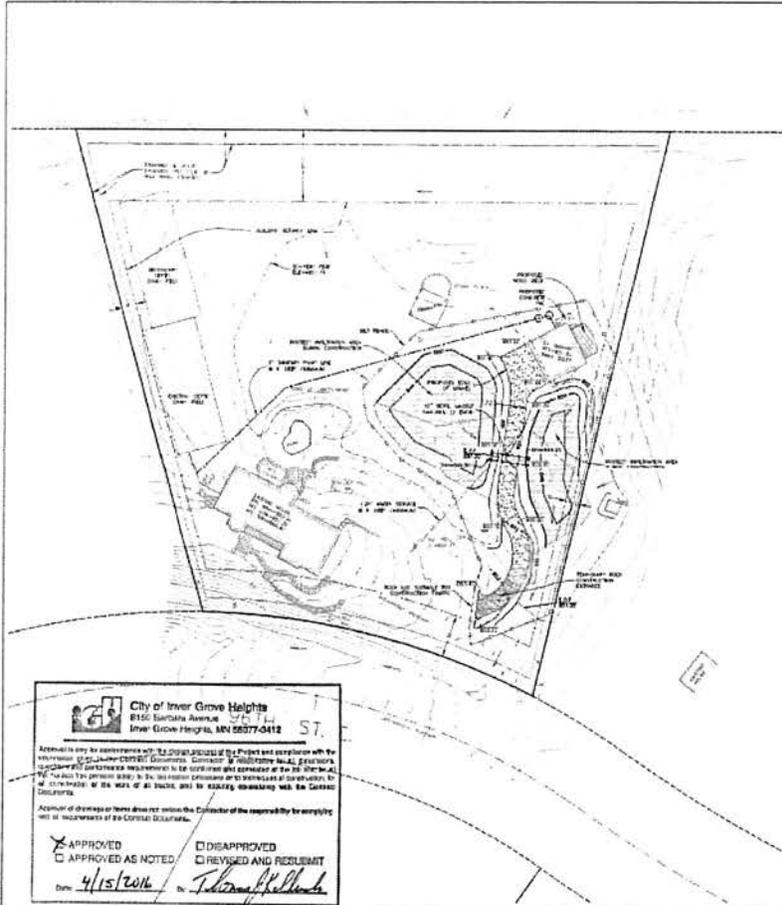
Notary Public

THIS INSTRUMENT DRAFTED
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING, PLEASE
BY RETURN THIS INSTRUMENT TO**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

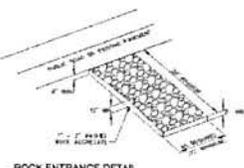
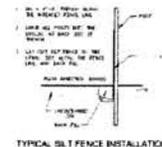
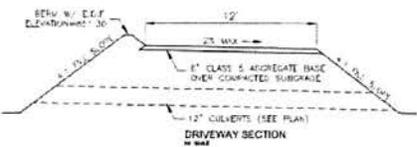
EXHIBIT A

SKETCH OF LOCATION OF LANDOWNER IMPROVEMENTS



NOTES:

1. BASE PLAN USED IS A SURVEY PREPARED BY DUFFY ENGINEERING & ASSOCIATES, INC.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA Gopher State One-Call OR BY CALLING 811 OR 1-800-252-1166.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF INVER GROVE HEIGHTS AND THE LATEST EDITION OF UNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. THE FOLLOWING SEQUENCE SHALL BE FOLLOWED FOR THE EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS:
 - A. INSTALL SILT FENCE AND ROCK LOGS AS SHOWN ON THE PLANS. PROTECT INFILTRATION AREAS AS SHOWN ON THE PLANS FROM CONSTRUCTION TRAFFIC AND EXCESSIVE COMPACTION.
 - B. DEFERRED SITE REMOVALS, GRADING, EXCAVATION AND EMBANKMENT MUST ALL OCCUR IN AREAS OUTSIDE OF PROPOSED PAVEMENT AND BUILDING AREAS WITHIN 75 FEET OF THE WORK.
 - C. INSTALL AGGREGATE BASE DRIVEWAY SECTION.
 - D. FINE GRADE SITE AND RESTORE GREEN AREAS.
5. CONTRACTOR SHALL MAINTAIN ALL ADJACENT STREETS, KEEPING THEM CLEAN AND SHEET OF ALL DIRT AND SEDIMENT DURING CONSTRUCTION.
6. ESTIMATED EARTHWORK QUANTITIES: GRANULAR FILL MATERIAL FOR DRIVEWAY=340 CY, GRANULAR CUT MATERIAL FROM LOW AREAS AND SLOPES=365 CY, SALVAGED TOPSOIL=330 CY.
7. PROPOSED WATER AND SANITARY SERVICE LINES TO EXISTING GARAGE SHALL BE DIRECTIONAL BORED.
8. FLARED END SECTIONS OF 12\"/>



City of Inver Grove Heights
 8150 Saratoga Avenue
 Inver Grove Heights, MN 55777-3412

Accepted in any for compliance with the 2014-2022 of the Project and compliance with the provisions of the Inver Grove Heights Ordinance. Commission of Inver Grove Heights, Minnesota. The City Engineer has reviewed the improvements to the conditions and conditions of the site. The City Engineer has approved the improvements to the conditions and conditions of the site. The City Engineer has approved the improvements to the conditions and conditions of the site. The City Engineer has approved the improvements to the conditions and conditions of the site.

Approval of drawings or these drawings are the responsibility of the contractor. The City Engineer has approved the improvements to the conditions and conditions of the site.

APPROVED
 APPROVED AS NOTED
 Date: 4/15/2016

DISAPPROVED
 REVISED AND RESUBMIT
 By: *T. Kellner*

STABILITY ENGINEERING

1555 94TH STREET
 INVER GROVE HEIGHTS, MINNESOTA
 for LEGACY DESIGN-BUILD

C-1

**RELEASE AND INDEMNIFICATION AGREEMENT RELATING TO
LOT 4, BLOCK 1, WILD RIDGE ESTATES,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**RELEASE AND INDEMNIFICATION AGREEMENT RELATING TO
LOT 4, BLOCK 1, WILD RIDGE ESTATES,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement) is made this 25th day of April, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Jon Skogh and Kevalene Skogh, husband and wife, (hereafter referred to as “Landowners”). 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 Lot. “Subject Lot” means Lot 4, Block 1, Wild Ridge Estates, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 Landowners. “Landowners” means Jon Skogh and Kevalene Skogh, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

1.5 Indemnified Parties. “Indemnified Parties” means individually and collectively the City, its successors and assigns, and the agents, consultants, employees, engineers, attorneys and representatives of the City.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowners are the fee title owners of the Subject Lot located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 On the Subject Lot, a home and garage exist. The Landowners seek to receive a variance from the side yard setback to convert the existing garage into an accessory dwelling unit. The Landowners will also be constructing a paved driveway to access the accessory dwelling unit.

Recital No. 3. The existing garage that is proposed to be converted into an accessory dwelling unit is located within the 100-year flood plain of an existing drainage basin located on the Subject Lot but is above the natural overflow of the existing drainage basin.

Recital No. 4. The City has recommended to Landowners that the proposed driveway to the accessory dwelling unit be designed to prevent flooding up to a minimum 50-year, 24 hour, Atlas 14 storm event and an emergency overflow designed to conduct flow from a 100-year, 24 hour, Atlas 14 rainfall event and that the volume of the existing drainage basin be below the 100-year high water elevation of 855.7.

Recital No. 5. The Landowners engineer has submitted a summary of the design rainfall peak runoff rates and elevations for the drainage area and concluded that the proposed conditions decrease the runoff from the drainage area and lower the peak elevations for all the design rainfall events. In addition, the volume from the drainage area is decreased by an average of 680 CF for the design rainfall events. The grading plan was revised to show the emergency overflow elevation (via a berm) along the west side of the proposed driveway on the Subject Lot to be 951.30, which is 1 foot below the lowest opening of the existing home on the Subject Lot. The existing emergency overflow elevation for the drainage area (located in the southeast corner of the Subject Lot) is proposed to be lowered from 851.11 to 851.05.

Recital No. 6. The Landowners are willing to assume the risk that during larger rainfall events the proposed access driveway to the accessory dwelling unit on the Subject Lot may not be usable and that the first floor of the accessory dwelling unit (or the existing garage) is subject to flooding.

Recital No. 7. The Landowners have chosen to not follow the City's recommendation.

Recital No. 8. As a condition precedent to approval of the site plan for the conversion of the existing garage into an accessory dwelling unit and the access driveway to the accessory dwelling unit, the City has requested this Agreement. The Landowners acknowledge sufficient consideration for this Agreement. Upon execution of this Agreement the City will approve the site plan for the Subject Lot, subject to the conditions and terms set forth in the Custom Grading Agreement between the parties of even date herewith.

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

ARTICLE 3
AGREEMENTS

3.1 Release. Landowners hereby release and discharge forever the Indemnified Parties from all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of the location and construction of structures (including the existing home, the existing garage to be converted to an accessory dwelling unit and the proposed access driveway to the accessory dwelling unit) on the Subject Lot and assume the risk that during larger rainfall events the proposed access driveway to the accessory dwelling

unit may not be usable and that the lower floor of the existing garage to be converted to an accessory dwelling unit is subject to flooding.

3.2 Indemnification. Landowners shall indemnify, defend and hold the Indemnified Parties harmless against and in respect to any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of the location and construction of structures (including the existing home, the existing garage to be converted to an accessory dwelling unit and the proposed access driveway to the accessory dwelling unit) on the Subject Lot and assume the risk that during larger rainfall events the proposed access driveway to the accessory dwelling unit may not be usable and that the lower floor of the existing garage to be converted to an accessory dwelling unit is subject to flooding.

3.3 Waiver. Landowners hereby forever waive all claims, demands and liabilities against the Indemnified Parties for losses and damages that may result from, relate to or arise out of the location and construction of structures (including the existing home, the existing garage to be converted to an accessory dwelling unit and the proposed access driveway to the accessory dwelling unit) on the Subject Lot and assume the risk that during larger rainfall events the proposed access driveway to the accessory dwelling unit may not be usable and that the lower floor of the existing garage to be converted to an accessory dwelling unit is subject to flooding.

ARTICLE 4 **APPROVAL OF SITE PLAN**

4.1 Approval of Site Plan. Upon execution of this Agreement the City will approve the site plan for the conversion of the existing garage into an accessory dwelling unit and the proposed access driveway to the accessory dwelling unit, subject to the conditions and terms set forth in the Custom Grading Agreement between the parties of even date herewith.

ARTICLE 5 **MISCELLANEOUS**

5.1 Recording. The Landowners shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

5.2 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot 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.

5.3 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.

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

5.5 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.

5.6 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.

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

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, Mayor

Attest:

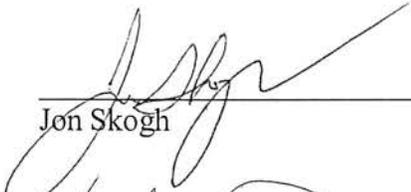
Michelle Tesser, City Clerk

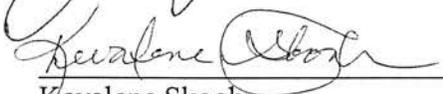
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 25th day of April, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNERS



Jon Skogh


Kevalene Skogh

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Jon Skogh and Kevalene Skogh, 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 Public

THIS INSTRUMENT DRAFTED
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING, PLEASE
BY RETURN THIS INSTRUMENT TO**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2016 Pavement Management Program, City Project No. 2016-09A – Crackseal

Meeting Date: April 25, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJA

Fiscal/FTE Impact:
 None
 Amount included in current budget
 Budget amendment requested
 FTE included in current complement
 New FTE requested – N/A
 Other: Pavement Management Fund 440

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2016 Pavement Management Program, City Project No. 2016-09A – Crackseal.

SUMMARY

City Project No. 2015-09A was advertised with bids received and publicly read aloud at 10:00 a.m. on April 14, 2016. Four contractors submitted bids. The crackseal area map is attached. The map shows the base bid areas (1, 2, 3, and 4) and bid alternate areas (A, B, and C). The following table summarizes the base bid and bid alternates:

| Contractor | Base Bid | Alternate A | Alternate B | Alternate C | Base Bid + Alternates A-B |
|-----------------|--------------|-------------|-------------|-------------|---------------------------|
| Astech Corp. | \$59,395.60 | \$47,747.60 | \$25,885.10 | \$10,695.00 | \$133,028.30 |
| Allied Blacktop | \$70,192.40 | \$49,770.40 | \$29,915.40 | \$2,291.00 | \$149,878.20 |
| Fahrner Asphalt | \$101,143.99 | \$22,844.93 | \$23,868.20 | \$19,568.00 | \$147,857.12 |
| Paragon Co. | \$99,260.00 | \$31,683.00 | \$48,509.00 | \$17,170.00 | \$179,452.00 |

Bid Alternate C is for cracksealing of the golf course parking lot; however, this work will not be completed this year due to the golf course improvement project. The 2016 PMP budget has \$500,000 available for sealcoating and cracksealing. The target budget for cracksealing is \$133,100; therefore award of the Base Bid and Bid Alternate A and B for street cracksealing is proposed.

The low combined Base Bid (Areas 1, 2, 3, and 4) and Bid Alternates A and B is \$133,028.30. The low combined Base Bid and Bid Alternates A and B was submitted by Astech Corp.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2015-09A – Crackseal to Astech Corp., in the amount of \$133,028.30, for the Base Bid plus Bid Alternates A and B. Bid Alternate C may be considered for the 2017 crackseal project. The 2016 cracksealing and sealcoating project will be awarded within the 2016 PMP budget total amount.

TJK/kf
 Attachments: Resolution
 Area Map
 Minutes of Bid Opening
 Bid Tabulation

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2016 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09A – CRACKSEAL TO ASTECH CORP., IN THE AMOUNT OF \$133,028.30 (BASE BID PLUS BID ALTERNATES A AND B)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2016 Pavement Management Program, City Project 2016-09A – Crackseal, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

| Contractor | Base Bid | Alternate A | Alternate B | Alternate C | Base Bid + Alternates A-B |
|-------------------|-----------------|--------------------|--------------------|--------------------|----------------------------------|
| Astech Corp. | \$59,395.60 | \$47,747.60 | \$25,885.10 | \$10,695.00 | \$133,028.30 |
| Allied Blacktop | \$70,192.40 | \$49,770.40 | \$29,915.40 | \$2,291.00 | \$149,878.20 |
| Fahrner Asphalt | \$101,143.99 | \$22,844.93 | \$23,868.20 | \$19,568.00 | \$147,857.12 |
| Paragon Co. | \$99,260.00 | \$31,683.00 | \$48,509.00 | \$17,170.00 | \$179,452.00 |

WHEREAS, funding is available for the project from the Pavement Management Fund; and

WHEREAS, bids were reviewed to determine the combination of Base Bid and Bid Alternates that would provide the largest project for the budgeted amount; and

WHEREAS, Astech Corp. is the lowest responsible bidder including the Base Bid and Bid Alternates A and B; with a total amount of \$133,028.30.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Astech Corp., in the name of the City of Inver Grove Heights, for City Project 2016-09A, 2016 Crackseal Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the Base Bid and Bid Alternate A and B, in the amount of \$133,028.30, shall be provided by Fund 440 - Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 25th day of April 2016

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Minutes of Bid Opening on Thursday, April 14, 2016 at 10:00 a.m.

City Project No. 2016-09A - Crackseal

Pursuant to an advertisement for bids for City Project No. 2016-09A, an administrative meeting was held on April 14, 2016 for the purpose of bid opening. Bids were opened and read aloud.

Attending the bid opening were:

Thomas J. Kaldunski, City Engineer
 Nick Hahn, Sr. Engineering Technician
 Kathy Fischer, Public Works Support Specialist
 Jeremy Swenson, Allied Blacktop
 Greg Tolander, Paragon

Bids were opened and read aloud as follows:

City Project No. 2016-09A – Crackseal

| Contractor | 5% Bid Bond | Addendum Acknowledged | Base Bid | Alternate A | Alternate B | Alternate C | Base Bid + Alternates A-C |
|-------------------------|-------------|-----------------------|--------------|-------------|-------------|-------------|---------------------------|
| Astech Corp. | Yes | Yes | \$59,395.60 | \$47,747.60 | \$25,885.10 | \$10,695.00 | \$143,723.30 |
| Allied Blacktop | Yes | Yes | \$70,192.40 | \$49,770.40 | \$29,915.40 | \$2,291.00 | \$152,169.20 |
| Fahrner Asphalt Sealers | Yes | Yes | \$101,143.99 | \$22,844.93 | \$23,868.20 | \$19,568.00 | \$167,425.12 |
| Paragon Co. | Yes | Yes | \$99,260.00 | \$31,683.00 | \$48,509.00 | \$17,170.00 | \$196,622.00 |

Submitted by:



Kathleen J. Fischer, Public Works Support Specialist

| | | | ENGINEER'S ESTIMATE | | | | ASTECH CORP. | | | | ALLIED BLACKTOP | | | | FAHRNER ASPHALT SEALERS | | | | PARAGON CO. | | | |
|-------------------------------------|-----------------------------------|----------|--------------------------------|----------------------|----------------------|----------------------|----------------------|--------------------------------|----------------------|--------------------------------|----------------------|-------------|------------|-----------|-------------------------|-----------|------------|-----------|-------------|-----------|--|--|
| Item No. | Unit | Est. Qty | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | | |
| Base Bid Schedule 1 (Area 1) | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Street) | 116.4 | \$400.00 | \$46,560.00 | \$159.00 | \$18,507.60 | \$136.00 | \$15,830.40 | \$273.57 | \$31,843.55 | \$240.00 | \$27,936.00 | | | | | | | | | | |
| 2 | Street Sweeping | 30.0 | \$200.00 | \$6,000.00 | \$90.00 | \$2,700.00 | \$110.00 | \$3,300.00 | \$115.00 | \$3,450.00 | \$115.00 | \$3,450.00 | | | | | | | | | | |
| 3 | Traffic Control | 1.0 | \$1,500.00 | \$1,500.00 | \$950.00 | \$950.00 | \$8,400.00 | \$8,400.00 | \$3,000.00 | \$3,000.00 | \$2,000.00 | \$2,000.00 | | | | | | | | | | |
| | | | Schedule 1 Subtotal: | \$ 54,060.00 | \$ 22,157.60 | \$ 27,530.40 | \$ 38,293.55 | Schedule 1 Subtotal: | \$ 38,293.55 | Schedule 1 Subtotal: | \$ 33,986.00 | | | | | | | | | | | |
| Base Bid Schedule 2 (Area 2) | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Street) | 115.9 | \$620.00 | \$71,858.00 | \$159.00 | \$18,428.10 | \$136.00 | \$15,762.40 | \$273.57 | \$31,706.76 | \$240.00 | \$27,816.00 | | | | | | | | | | |
| 3 | Street Sweeping | 25.0 | \$200.00 | \$5,000.00 | \$90.00 | \$2,250.00 | \$110.00 | \$2,750.00 | \$115.00 | \$2,875.00 | \$115.00 | \$2,875.00 | | | | | | | | | | |
| 4 | Traffic Control | 1.0 | \$1,500.00 | \$1,500.00 | \$950.00 | \$950.00 | \$3,750.00 | \$3,750.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | | | | | | | | | | |
| | | | Schedule 2 Subtotal: | \$ 78,358.00 | \$ 21,628.10 | \$ 22,262.40 | \$ 36,081.76 | Schedule 2 Subtotal: | \$ 36,081.76 | Schedule 2 Subtotal: | \$ 32,691.00 | | | | | | | | | | | |
| Base Bid Schedule 3 (Area 3) | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Street) | 36.7 | \$310.00 | \$11,377.00 | \$159.00 | \$5,835.30 | \$136.00 | \$4,991.20 | \$273.57 | \$10,040.02 | \$190.00 | \$6,973.00 | | | | | | | | | | |
| 2 | Street Sweeping | 10.0 | \$200.00 | \$2,000.00 | \$90.00 | \$900.00 | \$110.00 | \$1,100.00 | \$115.00 | \$1,150.00 | \$1,150.00 | \$1,150.00 | | | | | | | | | | |
| 3 | Traffic Control | 1.0 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$1,275.00 | \$1,275.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | | | | | | | | | | |
| | | | Schedule 3 Subtotal: | \$ 13,877.00 | \$ 7,235.30 | \$ 7,366.20 | \$ 12,190.02 | Schedule 3 Subtotal: | \$ 12,190.02 | Schedule 3 Subtotal: | \$ 9,123.00 | | | | | | | | | | | |
| Base Bid Schedule 4 (Area 4) | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Street) | 39.4 | \$620.00 | \$24,428.00 | \$159.00 | \$6,264.60 | \$136.00 | \$5,358.40 | \$273.57 | \$10,778.66 | \$400.00 | \$15,760.00 | | | | | | | | | | |
| 3 | Street Sweeping | 20.0 | \$200.00 | \$4,000.00 | \$90.00 | \$1,800.00 | \$110.00 | \$2,200.00 | \$115.00 | \$2,300.00 | \$115.00 | \$2,300.00 | | | | | | | | | | |
| 4 | Traffic Control | 1.0 | \$1,500.00 | \$1,500.00 | \$310.00 | \$310.00 | \$5,475.00 | \$5,475.00 | \$1,500.00 | \$1,500.00 | \$6,000.00 | \$6,000.00 | | | | | | | | | | |
| | | | Schedule 4 Subtotal: | \$ 29,928.00 | \$ 8,374.60 | \$ 13,033.40 | \$ 14,578.66 | Schedule 4 Subtotal: | \$ 14,578.66 | Schedule 4 Subtotal: | \$ 24,060.00 | | | | | | | | | | | |
| | | | Base Bid Total: | \$ 176,223.00 | \$ 59,395.60 | \$ 70,192.40 | \$ 101,143.99 | Base Bid Total: | \$ 101,143.99 | Base Bid Total: | \$ 99,260.00 | | | | | | | | | | | |
| Alternate A | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Street) | 256.4 | \$310.00 | \$79,484.00 | \$159.00 | \$40,767.60 | \$136.00 | \$34,870.40 | \$56.63 | \$14,519.93 | \$95.00 | \$24,358.00 | | | | | | | | | | |
| 2 | Street Sweeping | 55.0 | \$200.00 | \$11,000.00 | \$90.00 | \$4,950.00 | \$110.00 | \$6,050.00 | \$6,325.00 | \$6,325.00 | \$115.00 | \$6,325.00 | | | | | | | | | | |
| 3 | Traffic Control | 1.0 | \$2,500.00 | \$2,500.00 | \$2,030.00 | \$2,030.00 | \$8,850.00 | \$8,850.00 | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | | | | | | | | | | |
| | | | Alternate A Total: | \$ 92,984.00 | \$ 47,747.60 | \$ 49,770.40 | \$ 22,844.93 | Alternate A Total: | \$ 22,844.93 | Alternate A Total: | \$ 31,683.00 | | | | | | | | | | | |
| Alternate B | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Street) | 138.9 | \$310.00 | \$43,059.00 | \$159.00 | \$22,085.10 | \$136.00 | \$18,890.40 | \$138.00 | \$19,168.20 | \$310.00 | \$43,059.00 | | | | | | | | | | |
| 2 | Street Sweeping | 30.0 | \$200.00 | \$6,000.00 | \$90.00 | \$2,700.00 | \$110.00 | \$3,300.00 | \$115.00 | \$3,450.00 | \$115.00 | \$3,450.00 | | | | | | | | | | |
| 3 | Traffic Control | 1.0 | \$1,500.00 | \$1,500.00 | \$1,100.00 | \$1,100.00 | \$7,725.00 | \$7,725.00 | \$1,250.00 | \$1,250.00 | \$2,000.00 | \$2,000.00 | | | | | | | | | | |
| | | | Alternate B Total: | \$ 50,559.00 | \$ 25,885.10 | \$ 29,915.40 | \$ 23,868.20 | Alternate B Total: | \$ 23,868.20 | Alternate B Total: | \$ 48,509.00 | | | | | | | | | | | |
| Alternate C | | | | | | | | | | | | | | | | | | | | | | |
| 1 | F & I Crack Sealant (Parking Lot) | 1.0 | \$15,000.00 | \$15,000.00 | \$9,875.00 | \$9,875.00 | \$136.00 | \$136.00 | \$18,148.00 | \$18,148.00 | \$16,000.00 | \$16,000.00 | | | | | | | | | | |
| 2 | Street Sweeping | 8.0 | \$200.00 | \$1,600.00 | \$90.00 | \$720.00 | \$110.00 | \$880.00 | \$115.00 | \$920.00 | \$115.00 | \$920.00 | | | | | | | | | | |
| 3 | Traffic Control | 1.0 | \$500.00 | \$500.00 | \$100.00 | \$100.00 | \$1,275.00 | \$1,275.00 | \$500.00 | \$500.00 | \$250.00 | \$250.00 | | | | | | | | | | |
| | | | Alternate C Total: | \$ 17,100.00 | \$ 10,695.00 | \$ 2,291.00 | \$ 19,568.00 | Alternate C Total: | \$ 19,568.00 | Alternate C Total: | \$ 17,170.00 | | | | | | | | | | | |
| | | | Alternates A - C Total: | \$ 160,643.00 | \$ 84,327.70 | \$ 81,976.80 | \$ 66,281.13 | Alternates A - C Total: | \$ 66,281.13 | Alternates A - C Total: | \$ 97,362.00 | | | | | | | | | | | |
| | | | Base Bid + Alternates | \$ 336,866.00 | \$ 143,723.30 | \$ 152,165.20 | \$ 167,425.12 | Base Bid + Alternates | \$ 167,425.12 | Base Bid + Alternates | \$ 196,622.00 | | | | | | | | | | | |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2016 Pavement Management Program, City Project No. 2016-09B – Sealcoat

Meeting Date: April 25, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SK

| Fiscal/FTE Impact: | |
|-------------------------------------|---|
| <input type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | New FTE requested – N/A |
| <input checked="" type="checkbox"/> | Other: Pavement Management Fund 440, Escrow funds |

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2016 Pavement Management Program, City Project No. 2016-09B – Sealcoat.

SUMMARY

City Project No. 2016-09B was advertised with bids received and publicly read aloud at 10:30 a.m. on April 14, 2016. Two contractors submitted bids. The sealcoat area map is attached. The map shows the base bid areas (1, 2, 3, and 4) and bid alternate areas (A, B, C, D, E and F). The following table summarizes the base bid and bid alternates:

| Contractor | Base Bid | Alternate A | Alternate B | Alternate C | Alternate D | Alternate E | Alternate F | Base Bid + Alternates A-E |
|-----------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------------------|
| Pearson Bros. | \$193,228.87 | \$76,482.87 | \$7,775.01 | \$34,372.10 | \$45,730.14 | \$34,008.90 | \$27,096.11 | \$391,597.89 |
| Allied Blacktop | \$233,113.60 | \$95,569.40 | \$8,740.40 | \$39,352.60 | \$45,283.40 | \$34,297.30 | \$37,705.10 | \$456,356.70 |

The low combined Base Bid (Areas 1, 2, 3, and 4) and Bid Alternates A, B, C, D and E in the amount of \$391,597.89 was submitted by Pearson Bros., Inc. Bid Alternate F is for sealcoating the golf course parking lot; however, that work will not be done this year due to the golf course improvement project.

Public Works/Engineering recommends adopting the resolution receiving bids, awarding contract to Pearson Bros., Inc., in the amount of \$391,597.89, for the Base Bid plus Bid Alternates A, B, C, D and E, for City Project No. 2016-09B – Sealcoat.

TJK/kf

- Attachments: Resolution
 Area Map
 Minutes of Bid Opening
 Bid Tabulation

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2016 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09B – SEALCOAT TO PEARSON BROS., INC., IN THE AMOUNT OF \$391,597.89 (BASE BID AND BID ALTERNATES A, B, C, D AND E)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2016 Pavement Management Program, City Project 2016-09B – Sealcoat, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

| Contractor | Base Bid | Alternate A | Alternate B | Alternate C | Alternate D | Alternate E | Alternate F | Base Bid + Alternates A-E |
|-----------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------------------|
| Pearson Bros. | \$193,228.87 | \$76,482.87 | \$7,775.01 | \$34,372.10 | \$45,730.14 | \$34,008.90 | \$27,096.11 | \$391,597.89 |
| Allied Blacktop | \$233,113.60 | \$95,569.40 | \$8,740.40 | \$39,352.60 | \$45,283.40 | \$34,297.30 | \$37,705.10 | \$456,356.70 |

WHEREAS, funding is available for the project from the Pavement Management Fund and development escrow accounts; and

WHEREAS, bids were reviewed to determine the combination of Base Bid and Bid Alternates that would provide the largest project for the budgeted amount; and

WHEREAS, Pearson Bros., Inc., is the lowest responsible bidder for the Base Bid plus Alternates A through E.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Bros., Inc., in the name of the City of Inver Grove Heights, for City Project 2016-09B, 2016 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. The project is hereby awarded for the Base Bid plus Bid Alternates A through E in the amount of \$391,597.89.
4. Project funding for the Base Bid plus Bid Alternates A through E, in the amount of \$391,597.89, shall be provided by Fund 440 - Pavement Management Capital Project Fund and escrow accounts for the Argenta Hills development.

Adopted by the City Council of Inver Grove Heights this 25th day of April 2016

AYES:
NAYS:

George Tourville, Mayor

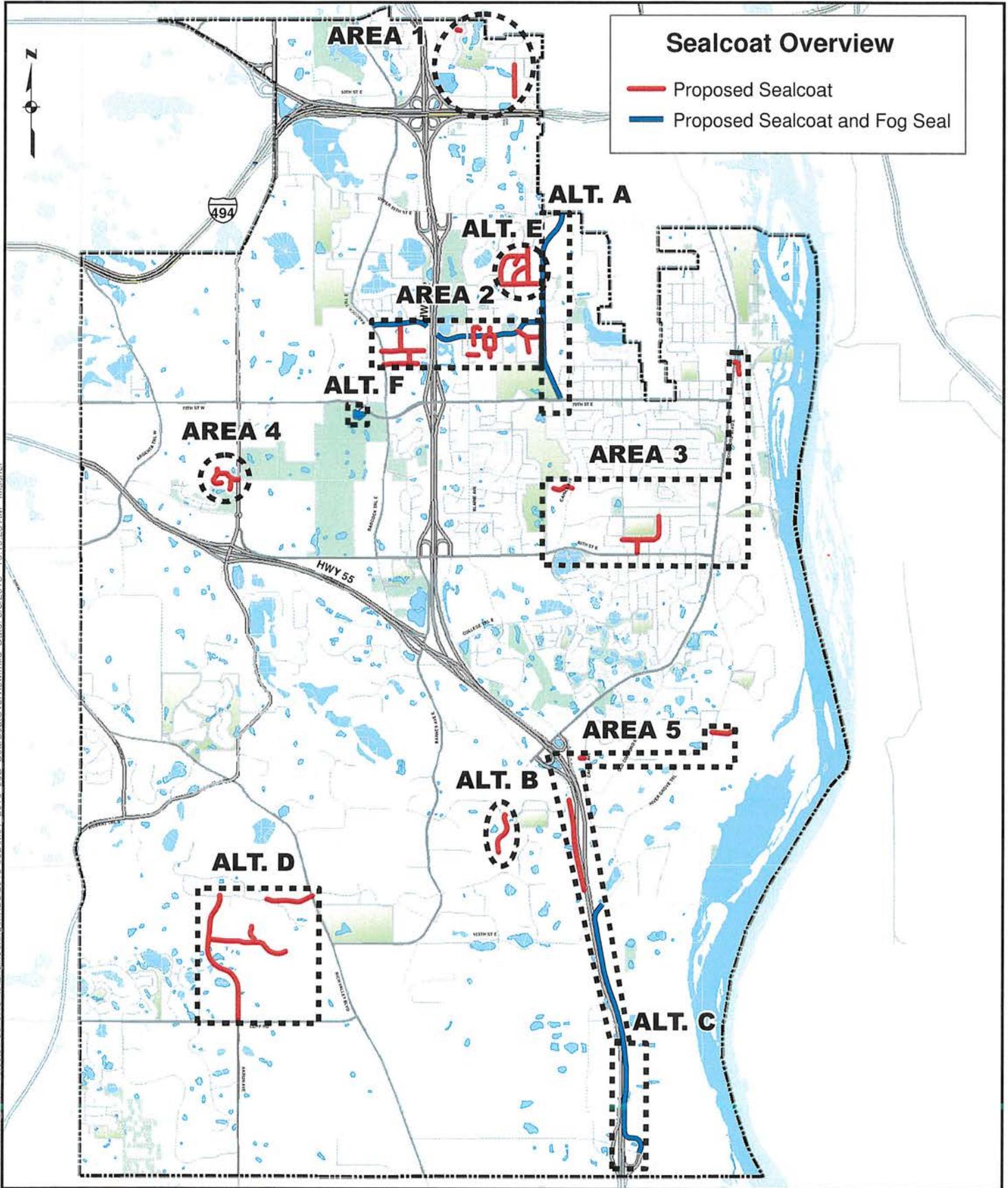
ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Project No. 2016-09B - Sealcoat



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CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Minutes of Bid Opening on Thursday, April 14, 2016 at 10:30 a.m.

City Project No. 2016-09B - Sealcoat

Pursuant to an advertisement for bids for City Project No. 2016-09B, an administrative meeting was held on April 14, 2016 for the purpose of bid opening. Bids were opened and read aloud.

Attending the bid opening were:

Thomas J. Kaldunski, City Engineer
 Nick Hahn, Sr. Engineering Technician
 Kathy Fischer, Public Works Support Specialist
 Jeremy Swenson, Allied Blacktop

Bids were opened and read aloud as follows:

City Project No. 2016-09A – Crackseal

| Contractor | 5% Bid Bond | Base Bid | Alternate A | Alternate B | Alternate C | Alternate D | Alternate E | Alternate F | Base Bid + Alternates A-F |
|-----------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------------------|
| Pearson Bros. | Yes | \$193,228.87 | \$76,482.87 | \$7,775.01 | \$34,372.10 | \$45,730.14 | \$34,008.90 | \$27,096.11 | \$418,694.00 |
| Allied Blacktop | Yes | \$233,113.60 | \$95,569.40 | \$8,740.40 | \$39,352.60 | \$45,283.40 | \$34,297.30 | \$37,705.10 | \$494,061.80 |

Submitted by:

Kathleen J. Fischer, Public Works Support Specialist

City Project No. 2016-09B - Sealcoat
Bid Abstract

| Item No. | Base Bid Schedule 1 (Area 1) | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|---|-------|----------|----------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 5 | \$ 200.00 | \$ 1,000.00 | \$ 75.00 | \$ 375.00 | \$ 100.00 | \$ 500.00 |
| 2 | Seal Coating (FA-2 Class A) | SY | 4,730 | \$ 1.10 | \$ 5,203.00 | \$ 0.65 | \$ 3,074.50 | \$ 1.17 | \$ 5,534.10 |
| 3 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 1,514 | \$ 3.30 | \$ 4,996.20 | \$ 2.67 | \$ 4,042.38 | \$ 1.00 | \$ 1,514.00 |
| 4 | Seal Coat Test Strip | EA | 1 | \$ 500.00 | \$ 500.00 | \$ 100.00 | \$ 100.00 | \$ 1,000.00 | \$ 1,000.00 |
| 5 | Traffic Control | LS | 1 | \$ 500.00 | \$ 500.00 | \$ 550.00 | \$ 550.00 | \$ 2,500.00 | \$ 2,500.00 |
| | | | | Schedule 1 Subtotal | \$ 12,199.20 | Schedule 1 Subtotal | \$ 8,141.88 | Schedule 1 Subtotal | \$ 11,048.10 |
| 1 | Base Bid Schedule 2 (Area 2) | Unit | Est. Qty | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 40 | \$ 200.00 | \$ 8,000.00 | \$ 75.00 | \$ 3,000.00 | \$ 100.00 | \$ 4,000.00 |
| 2 | Bituminous Material for Fog Seal (CSS-1h) | GAL | 3,000 | \$ 3.40 | \$ 10,200.00 | \$ 2.00 | \$ 6,000.00 | \$ 3.00 | \$ 9,000.00 |
| 3 | Seal Coating (FA-2 Class A) | SY | 57,445 | \$ 1.10 | \$ 63,189.50 | \$ 0.65 | \$ 37,339.25 | \$ 1.17 | \$ 67,210.65 |
| 4 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 17,233 | \$ 3.30 | \$ 56,868.90 | \$ 2.67 | \$ 46,012.11 | \$ 1.00 | \$ 17,233.00 |
| 5 | Seal Coat Test Strip | EA | 1 | \$ 500.00 | \$ 500.00 | \$ 100.00 | \$ 100.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6 | Linear Markings 4" Width Latex Solid White | LF | 12,000 | \$ 1.25 | \$ 15,000.00 | \$ 0.22 | \$ 2,640.00 | \$ 0.24 | \$ 2,880.00 |
| 7 | Linear Markings 4" Width Latex Double Yellow | LF | 5,700 | \$ 2.00 | \$ 11,400.00 | \$ 0.44 | \$ 2,508.00 | \$ 0.48 | \$ 2,736.00 |
| 8 | Traffic Control | LS | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 550.00 | \$ 550.00 | \$ 15,000.00 | \$ 15,000.00 |
| | | | | Schedule 2 Subtotal | \$ 167,658.40 | Schedule 2 Subtotal | \$ 98,149.36 | Schedule 2 Subtotal | \$ 119,059.65 |
| 1 | Base Bid Schedule 3 (Area 3) | Unit | Est. Qty | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 10 | \$ 200.00 | \$ 2,000.00 | \$ 75.00 | \$ 750.00 | \$ 100.00 | \$ 1,000.00 |
| 2 | Seal Coating (FA-2 Class A) | SY | 14,828 | \$ 1.10 | \$ 16,310.80 | \$ 0.65 | \$ 9,638.20 | \$ 1.17 | \$ 17,348.76 |
| 3 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 4,497 | \$ 3.30 | \$ 14,840.10 | \$ 2.67 | \$ 12,006.99 | \$ 1.00 | \$ 4,497.00 |
| 4 | Seal Coat Test Strip | EA | 1 | \$ 500.00 | \$ 500.00 | \$ 100.00 | \$ 100.00 | \$ 1,000.00 | \$ 1,000.00 |
| 5 | Pavement Message (Left/Thru Turn Arrow) Latex | EA | 2 | \$ 150.00 | \$ 300.00 | \$ 100.00 | \$ 200.00 | \$ 100.00 | \$ 200.00 |
| 6 | Pavement Message (Right Turn Arrow) Latex | EA | 2 | \$ 100.00 | \$ 200.00 | \$ 100.00 | \$ 200.00 | \$ 80.00 | \$ 160.00 |
| 7 | Pavement Message (ONLY) Latex | EA | 2 | \$ 100.00 | \$ 200.00 | \$ 100.00 | \$ 200.00 | \$ 105.00 | \$ 210.00 |
| 8 | Linear Markings 4" Width Latex Solid White | LF | 270 | \$ 1.25 | \$ 337.50 | \$ 0.22 | \$ 59.40 | \$ 0.24 | \$ 64.80 |
| 9 | Linear Markings 4" Width Latex Double Yellow | LF | 500 | \$ 2.00 | \$ 1,000.00 | \$ 0.44 | \$ 220.00 | \$ 0.48 | \$ 240.00 |
| 10 | Linear Markings 12" Width Latex Solid White | LF | 240 | \$ 4.00 | \$ 960.00 | \$ 0.50 | \$ 120.00 | \$ 2.10 | \$ 504.00 |
| 11 | Linear Markings 24" Width Latex Solid White | LF | 40 | \$ 6.00 | \$ 240.00 | \$ 1.00 | \$ 40.00 | \$ 2.60 | \$ 104.00 |
| 12 | Traffic Control | LS | 1 | \$ 500.00 | \$ 500.00 | \$ 550.00 | \$ 550.00 | \$ 2,500.00 | \$ 2,500.00 |
| | | | | Schedule 3 Subtotal | \$ 37,388.40 | Schedule 3 Subtotal | \$ 24,084.59 | Schedule 3 Subtotal | \$ 27,828.56 |
| 1 | Base Bid Schedule 4 (Area 4) | Unit | Est. Qty | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 5 | \$ 200.00 | \$ 1,000.00 | \$ 100.00 | \$ 500.00 | \$ 100.00 | \$ 500.00 |
| 2 | Seal Coating (FA-2 Class A) | SY | 7,062 | \$ 1.10 | \$ 7,768.20 | \$ 0.65 | \$ 4,590.30 | \$ 1.17 | \$ 8,262.54 |
| 3 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 2,118 | \$ 3.30 | \$ 6,989.40 | \$ 2.67 | \$ 5,655.06 | \$ 1.00 | \$ 2,118.00 |
| 4 | Seal Coat Test Strip | EA | 1 | \$ 500.00 | \$ 500.00 | \$ 100.00 | \$ 100.00 | \$ 1,000.00 | \$ 1,000.00 |
| 5 | Traffic Control | LS | 1 | \$ 500.00 | \$ 500.00 | \$ 600.00 | \$ 600.00 | \$ 2,500.00 | \$ 2,500.00 |
| | | | | Schedule 4 Subtotal | \$ 16,757.60 | Schedule 4 Subtotal | \$ 11,445.36 | Schedule 4 Subtotal | \$ 14,380.54 |
| 1 | Base Bid Schedule 5 (Area 5) | Unit | Est. Qty | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 20 | \$ 200.00 | \$ 4,000.00 | \$ 75.00 | \$ 1,500.00 | \$ 100.00 | \$ 2,000.00 |
| 2 | Bituminous Material for Fog Seal (CSS-1h) | GAL | 650 | \$ 3.40 | \$ 2,210.00 | \$ 2.00 | \$ 1,300.00 | \$ 3.00 | \$ 1,950.00 |
| 3 | Seal Coating (FA-2 Class A) | SY | 28,315 | \$ 1.10 | \$ 31,146.50 | \$ 0.65 | \$ 18,404.75 | \$ 1.17 | \$ 33,128.55 |
| 4 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 8,899 | \$ 3.30 | \$ 29,366.70 | \$ 2.67 | \$ 23,760.33 | \$ 1.00 | \$ 8,899.00 |
| 5 | Seal Coat Test Strip | EA | 1 | \$ 500.00 | \$ 500.00 | \$ 100.00 | \$ 100.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6 | Linear Markings 4" Width Latex Double Yellow | LF | 4,500 | \$ 2.00 | \$ 9,000.00 | \$ 0.44 | \$ 1,980.00 | \$ 0.48 | \$ 2,160.00 |
| 7 | Linear Markings 4" Width Latex Broken Yellow | LF | 650 | \$ 1.50 | \$ 975.00 | \$ 0.22 | \$ 143.00 | \$ 0.24 | \$ 156.00 |
| 8 | Linear Markings 4" Width Latex Solid Yellow | LF | 1,680 | \$ 1.25 | \$ 2,100.00 | \$ 0.22 | \$ 369.60 | \$ 0.24 | \$ 403.20 |
| 9 | Linear Markings 4" Width Latex Solid White | LF | 15,000 | \$ 1.25 | \$ 18,750.00 | \$ 0.22 | \$ 3,300.00 | \$ 0.24 | \$ 3,600.00 |
| 10 | Traffic Control | LS | 1 | \$ 1,500.00 | \$ 1,500.00 | \$ 550.00 | \$ 550.00 | \$ 7,500.00 | \$ 7,500.00 |
| | | | | Schedule 5 Subtotal | \$ 99,548.20 | Schedule 5 Subtotal | \$ 51,407.68 | Schedule 5 Subtotal | \$ 60,796.75 |
| | | | | Base Bid Total | \$ 333,551.80 | Base Bid Total | \$ 193,228.87 | Base Bid Total | \$ 233,113.60 |

City Project No. 2016-09B - Sealcoat
Bid Abstract

| Item No. | Bid Alternate A | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|--|-------|----------|------------------------------|----------------------|------------------------------|---------------------|------------------------------|---------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 35 | 200.00 | 7,000.00 | 75.00 | 2,625.00 | 100.00 | 3,500.00 |
| 2 | Bituminous Material for Fog Seal (CSS-1h) | GAL | 4,200 | 3.40 | 14,280.00 | 2.00 | 8,400.00 | 3.00 | 12,600.00 |
| 3 | Seal Coating (FA-2 Class A) | SY | 35,280 | 1.10 | 38,808.00 | 0.65 | 22,932.00 | 1.10 | 38,808.00 |
| 4 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 12,701 | 3.30 | 41,913.30 | 2.67 | 33,911.67 | 1.00 | 12,701.00 |
| 5 | Seal Coat Test Strip | EA | 1 | 500.00 | 500.00 | 100.00 | 100.00 | 1,000.00 | 1,000.00 |
| 6 | Pavement Message (Left Turn Arrow) Latex | EA | 4 | 100.00 | 400.00 | 100.00 | 400.00 | 80.00 | 320.00 |
| 7 | Pavement Message (AHEAD) Latex | EA | 4 | 400.00 | 1,600.00 | 200.00 | 800.00 | 105.00 | 420.00 |
| 8 | Pavement Message (STOP) Latex | EA | 4 | 400.00 | 1,600.00 | 200.00 | 800.00 | 105.00 | 420.00 |
| 9 | Linear Markings 4" Width Latex Double Yellow | LF | 6,890 | 2.00 | 13,780.00 | 0.44 | 3,031.60 | 0.48 | 3,307.20 |
| 10 | Linear Markings 4" Width Latex Solid Yellow | LF | 230 | 1.25 | 287.50 | 0.22 | 50.60 | 0.24 | 55.20 |
| 11 | Linear Markings 4" Width Latex Solid White | LF | 890 | 1.25 | 1,112.50 | 0.22 | 195.80 | 0.24 | 213.60 |
| 12 | Linear Markings 4" Width Latex Broken White | LF | 2,610 | 1.50 | 3,915.00 | 0.22 | 574.20 | 0.24 | 626.40 |
| 13 | Linear Markings 12" Width Latex Solid White | LF | 600 | 4.00 | 2,400.00 | 3.00 | 1,800.00 | 2.10 | 1,260.00 |
| 14 | Linear Markings 24" Width Latex Solid White | LF | 130 | 6.00 | 780.00 | 2.40 | 312.00 | 2.60 | 338.00 |
| 15 | Traffic Control | LS | 1 | 2,500.00 | 2,500.00 | 550.00 | 550.00 | 20,000.00 | 20,000.00 |
| | | | | Bid Alternate A Total | \$ 130,876.30 | Bid Alternate A Total | \$ 76,482.87 | Bid Alternate A Total | \$ 95,569.40 |

| Item No. | Bid Alternate B | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|--|-------|----------|------------------------------|---------------------|------------------------------|--------------------|------------------------------|--------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 5 | 200.00 | 1,000.00 | 75.00 | 375.00 | 100.00 | 500.00 |
| 2 | Seal Coating (FA-2 Class A) | SY | 4,334 | 1.10 | 4,767.40 | 0.65 | 2,817.10 | 1.10 | 4,767.40 |
| 3 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 1,473 | 3.30 | 4,860.90 | 2.67 | 3,932.91 | 1.00 | 1,473.00 |
| 4 | Seal Coat Test Strip | EA | 1 | 500.00 | 500.00 | 100.00 | 100.00 | 1,000.00 | 1,000.00 |
| 5 | Traffic Control | LS | 1 | 500.00 | 500.00 | 550.00 | 550.00 | 1,000.00 | 1,000.00 |
| | | | | Bid Alternate B Total | \$ 11,628.30 | Bid Alternate B Total | \$ 7,775.01 | Bid Alternate B Total | \$ 8,740.40 |

| Item No. | Bid Alternate C | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|--|-------|----------|------------------------------|---------------------|------------------------------|---------------------|------------------------------|---------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 20 | 200.00 | 4,000.00 | 75.00 | 1,500.00 | 100.00 | 2,000.00 |
| 2 | Bituminous Material for Fog Seal (CSS-1h) | GAL | 650 | 3.40 | 2,210.00 | 2.00 | 1,300.00 | 3.00 | 1,950.00 |
| 3 | Seal Coating (FA-2 Class A) | SY | 16,970 | 1.10 | 18,667.00 | 0.65 | 11,030.50 | 1.10 | 18,667.00 |
| 4 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 5,430 | 3.30 | 17,919.00 | 2.67 | 14,498.10 | 1.00 | 5,430.00 |
| 5 | Seal Coat Test Strip | EA | 1 | 500.00 | 500.00 | 100.00 | 100.00 | 1,000.00 | 1,000.00 |
| 6 | Pavement Message (Left Turn Arrow) Latex | EA | 2 | 100.00 | 200.00 | 100.00 | 200.00 | 80.00 | 160.00 |
| 7 | Pavement Message (Right Turn Arrow) Latex | EA | 6 | 100.00 | 600.00 | 100.00 | 600.00 | 80.00 | 480.00 |
| 8 | Linear Markings 4" Width Latex Solid White | LF | 9,100 | 1.25 | 11,375.00 | 0.22 | 2,002.00 | 0.24 | 2,184.00 |
| 9 | Linear Markings 4" Width Latex Solid Yellow | LF | 1,000 | 1.25 | 1,250.00 | 0.22 | 220.00 | 0.24 | 240.00 |
| 10 | Linear Markings 4" Width Latex Double Yellow | LF | 3,670 | 2.00 | 7,340.00 | 0.45 | 1,651.50 | 0.48 | 1,761.60 |
| 11 | Crosswalk Marking Paint White Latex | SF | 120 | 4.00 | 480.00 | 6.00 | 720.00 | 4.00 | 480.00 |
| 12 | Traffic Control | LS | 1 | 1,000.00 | 1,000.00 | 550.00 | 550.00 | 5,000.00 | 5,000.00 |
| | | | | Bid Alternate C Total | \$ 65,541.00 | Bid Alternate C Total | \$ 34,372.10 | Bid Alternate C Total | \$ 39,352.60 |

| Item No. | Bid Alternate D | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|--|-------|----------|------------------------------|---------------------|------------------------------|---------------------|------------------------------|---------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 20 | 200.00 | 4,000.00 | 75.00 | 1,500.00 | 100.00 | 2,000.00 |
| 2 | Seal Coating (FA-2 Class A) | SY | 27,974 | 1.10 | 30,771.40 | 0.65 | 18,183.10 | 1.10 | 30,771.40 |
| 3 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 9,512 | 3.30 | 31,389.60 | 2.67 | 25,397.04 | 1.00 | 9,512.00 |
| 4 | Seal Coat Test Strip | EA | 1 | 500.00 | 500.00 | 100.00 | 100.00 | 1,000.00 | 1,000.00 |
| 5 | Traffic Control | LS | 1 | 1,000.00 | 1,000.00 | 550.00 | 550.00 | 2,000.00 | 2,000.00 |
| | | | | Bid Alternate D Total | \$ 67,661.00 | Bid Alternate D Total | \$ 45,730.14 | Bid Alternate D Total | \$ 45,283.40 |

| Item No. | Bid Alternate E | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|--|-------|----------|------------------------------|---------------------|------------------------------|---------------------|------------------------------|---------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 15 | 200.00 | 3,000.00 | 75.00 | 1,125.00 | 100.00 | 1,500.00 |
| 2 | Seal Coating (FA-2 Class A) | SY | 20,693 | 1.10 | 22,762.30 | 0.65 | 13,450.45 | 1.10 | 22,762.30 |
| 3 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 7,035 | 3.30 | 23,215.50 | 2.67 | 18,783.45 | 1.00 | 7,035.00 |
| 4 | Seal Coat Test Strip | EA | 1 | 500.00 | 500.00 | 100.00 | 100.00 | 1,000.00 | 1,000.00 |
| 5 | Traffic Control | LS | 1 | 1,000.00 | 1,000.00 | 550.00 | 550.00 | 2,000.00 | 2,000.00 |
| | | | | Bid Alternate E Total | \$ 50,477.80 | Bid Alternate E Total | \$ 34,008.90 | Bid Alternate E Total | \$ 34,297.30 |

City Project No. 2016-09B - Sealcoat
 Bid Abstract

| Item No. | Bid Alternate F | Unit | Est. Qty | Engineer's Estimate | | PEARSON BROS., INC. | | ALLIED BLACKTOP CO. | |
|----------|--|-------|----------|------------------------------|----------------------|---------------------|----------------------|---------------------|----------------------|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price |
| 1 | Street Sweeping | Hours | 10 | \$ 200.00 | \$ 2,000.00 | \$ | \$ 750.00 | \$ 100.00 | \$ 1,000.00 |
| 2 | Bituminous Material for Fog Seal (CSS-1h) | GAL | 1,550 | \$ 3.40 | \$ 5,270.00 | \$ | \$ 3,100.00 | \$ 3.00 | \$ 4,650.00 |
| 3 | Seal Coating (FA-2 Class A) | SY | 12,611 | \$ 1.10 | \$ 13,872.10 | \$ | \$ 8,197.15 | \$ 1.10 | \$ 13,872.10 |
| 4 | Bituminous Material for Seal Coat (CRS-2P) | GAL | 4,288 | \$ 3.30 | \$ 14,150.40 | \$ | \$ 11,448.96 | \$ 1.00 | \$ 4,288.00 |
| 5 | Seal Coat Test Strip | EA | 1 | \$ 500.00 | \$ 500.00 | \$ | \$ 100.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6 | Linear Markings 4" Width Latex Solid White | LF | 6,000 | \$ 1.50 | \$ 9,000.00 | \$ | \$ 2,400.00 | \$ 0.42 | \$ 2,520.00 |
| 7 | Pavement Message (Handicap Parking) Latex | EA | 5 | \$ 100.00 | \$ 500.00 | \$ | \$ 500.00 | \$ 75.00 | \$ 375.00 |
| 8 | Traffic Control | LS | 1 | \$ 500.00 | \$ 500.00 | \$ | \$ 600.00 | \$ 10,000.00 | \$ 10,000.00 |
| | | | | Bid Alternate F Total | \$ 45,792.50 | \$ | \$ 27,096.11 | \$ | \$ 37,705.10 |
| | | | | Alternates A-F Total | \$ 371,976.90 | \$ | \$ 225,465.13 | \$ | \$ 260,948.20 |
| | | | | Base Bid + Alt. A-F | \$ 705,528.70 | \$ | \$ 418,694.00 | \$ | \$ 494,061.80 |

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 20, 2015
**RE: Joint Powers Agreements with Bureau of Criminal Apprehension and City of
Inver Grove Heights – April 25, 2016 City Council Meeting**

Section 1. Background. About five years ago, the City approved Joint Powers Agreements between the State of Minnesota (acting through its Department of Public Safety, Bureau of Criminal Apprehension) and the City of Inver Grove Heights (on behalf of its Police Department and Prosecuting Attorney). The purpose of the Joint Powers Agreements was for the Police Department and Prosecuting Attorney to obtain direct access to the Bureau of Criminal Apprehension (BCA) criminal justice data communications network in support of their criminal justice duties.

Under Minnesota Statutes § 299C.46, the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota.

In order for the Prosecuting Attorney and Police Department to access the data communications network, the City, at the request of the BCA, entered into a Joint Powers Agreement with the State of Minnesota (acting through its Department of Public Safety, Bureau of Criminal Apprehension) to use the systems and tools available over the BCA's criminal justice data communications network.

The previously executed Joint Powers Agreements with the Police Department and Prosecuting Attorney were for a five year term and will expire in 2016 and 2017. The BCA has requested that the City enter into new Joint Power Agreements on behalf of the Police Department and Prosecuting Attorney so that they begin and end at the same time. The BCA has provided copies of new Joint Powers Agreements with the request that the City approve the Joint Powers Agreements by resolution.

Section 2. New Joint Powers Agreements for 2016. The term of the new Joint Powers Agreements is five years. The attached Joint Powers Agreements create a method by which the Prosecuting Attorney and Police Department have access to the criminal justice data network and further provides the Prosecuting Attorney and Police Department with the ability to add, modify and delete connectivity, systems and tools over the term of the Agreement.

The cost charged to the Police Department under its Joint Powers Agreement with the BCA is \$1,560 per year (with four quarterly payments of \$390).

The cost charged to the Prosecuting Attorney is minimal and will be equally divided between the two cities (Inver Grove Heights and West St. Paul) for which the Prosecuting Attorney (LeVander, Gillen & Miller) represents.

Section 3. Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

A related agreement that the BCA requires in conjunction with the Joint Powers Agreement is a Court Data Services Subscriber Amendment to CJDN Subscriber Agreement (“Subscriber Amendment”) which modifies and supplements the Joint Powers Agreements with the BCA. A similar Subscriber Amendment was entered into between the City (on behalf of its Police Department and Prosecuting Attorney) and the BCA in 2012. The purpose of the Subscriber Amendment is to regulate the Police Department and Prosecuting Attorney’s use of the BCA systems and tools. Certain BCA systems and tools that include access to and/or submission of court records may only be utilized by the Police Department and Prosecuting Attorney if they enter into the Subscriber Amendment.

The Police Department and Prosecuting Attorney desire to use one or more BCA systems and tools to access and/or submit court records to assist them in the efficient performance of their duties as required or authorized by law or court rule. The Court desires to permit such access and/or submission. The Subscriber Amendment is intended to add the court as a party to the Subscriber Agreement and to create obligations by the Police Department and Prosecuting Attorney and the court that can be enforced by the court.

The Subscriber Amendment does not require Council action because the Joint Powers Agreement authorizes the agencies to execute any subsequent amendments or agreements related to the Joint Powers Agreement.

Section 4. Council Action. The Council is asked to consider the attached Resolution Approving a Joint Powers Agreement between the State of Minnesota, Acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights, on behalf of its Police Department and Prosecuting Attorney at the April 25, 2016 City Council meeting.

Attachments:

- Resolution Approving State of Minnesota Joint Powers Agreements with the City of Inver Grove Heights on behalf of its Police Department and Prosecuting Attorney
- State of Minnesota Joint Powers Agreement with the Police Department

- State of Minnesota Joint Powers Agreement with the Prosecuting Attorney
- Court Data Services Subscriber Amendment to CJDN Subscriber Agreement with the Police Department
- Court Data Services Subscriber Amendment to CJDN Subscriber Agreement with the Prosecuting Attorney

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A STATE OF MINNESOTA JOINT POWERS
AGREEMENT BETWEEN THE STATE OF MINNESOTA, ACTING THROUGH ITS
DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION
AND THE CITY OF INVER GROVE HEIGHTS, ON BEHALF OF ITS
POLICE DEPARTMENT**

AND

**APPROVING A STATE OF MINNESOTA JOINT POWERS AGREEMENT BETWEEN
THE STATE OF MINNESOTA, ACTING THROUGH ITS DEPARTMENT OF PUBLIC
SAFETY, BUREAU OF CRIMINAL APPREHENSION AND THE CITY OF INVER
GROVE HEIGHTS, ON BEHALF OF ITS PROSECUTING ATTORNEY**

WHEREAS, the City of Inver Grove Heights, on behalf of its Police Department, desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible.

WHEREAS, the City of Inver Grove Heights, on behalf of its Prosecuting Attorney, desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible.

WHEREAS, the two Joint Powers Agreements with the City (on behalf of the Police Department and Prosecuting Authority) further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreements and obligates the City to pay the costs for the network connection.

WHEREAS, under Minnesota Statutes § 299C.46, the Bureau of Criminal Apprehension (BCA) must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota.

WHEREAS, the Inver Grove Heights Police Department and Prosecuting Attorney desire to access the BCA's criminal justice data communications network in support of their criminal justice duties.

WHEREAS, the Joint Powers Agreements with the City (on behalf of the Police Department and Prosecuting Authority) create a method by which City, on behalf of its Prosecuting Attorney and Police Department, has access to those systems and tools for which it has eligibility and to memorialize the requirements to obtain access and the limitations on access.

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

1. That the Joint Powers Agreement by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights, on behalf of its Police Department, is hereby approved. A copy of the Joint Powers Agreement is attached to this resolution and made a part of it.
2. That the Joint Powers Agreement by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights, on behalf of its Prosecuting Attorney, is hereby approved. A copy of the Joint Powers Agreement is attached to this resolution and made a part of it.
3. That the Chief of Police, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Larry Stanger is appointed as the Authorized Representative's designee.

4. That the Inver Grove Heights City Attorney, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Attorney Timothy J. Kuntz is appointed as the Authorized Representative's designee.

5. That the Mayor and Deputy City Clerk are authorized to sign the attached Joint Powers Agreement by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights, on behalf of its Police Department.
6. That the Mayor and Deputy City Clerk are authorized to sign the attached Joint Powers Agreement by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights, on behalf of its Prosecuting Attorney.

Adopted by the City Council of Inver Grove Heights this 25th day of April, 2016.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Inver Grove Heights on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Larry Stanger, 8150 Barbara Avenue E, Inver Grove Heights, MN 55077, (651) 450-2525, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Inver Grove Heights on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Tim Kuntz, City Attorney, 633 S Concord Street, Suite 400, South St. Paul, MN 55075, (651) 451-1831, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Inver Grove Heights on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 107238, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this

Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without

notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, subsection d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its

licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to

terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court,

applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage

prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Inver Grove Heights on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 107236, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this

Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without

notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, subsection d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its

licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to

terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court,

applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage

prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◊*DONALD L. HOEFFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 20, 2016
**RE: Amendment No. 1 to Agreement Relating to Adjustment of Sanitary Sewer
Depth for Plat of Blackstone Ridge; April 25, 2016 Council Meeting
Consent Agenda**

Section 1. Background. The City of Inver Grove Heights and Thomas Mihm and Inez Mihm (Mihm) entered into an Agreement Relating to Adjustment of Sanitary Sewer Depth for Plat of Blackstone Ridge dated January 25, 2016 (the Agreement). Thomas Mihm and Inez Mihm own Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota. The Mihm property lies to the east of the plat of Blackstone Ridge.

The Agreement provided that in conjunction with the Development Contract for the plat of Blackstone Ridge dated April 11, 2016, the Developer (U.S. Home Corporation otherwise known as Lennar) would extend sanitary sewer from the east line of Blackstone Ridge into the Mihm Property and complete construction of the sanitary sewer and water mains by November 30, 2016.

The Developer of Blackstone Ridge has modified the construction schedule for the extension of the sanitary sewer and water mains into the Mihm property with a revised completion date of June 30, 2017.

Due to the change in schedule, the City and Mihm need to amend the Agreement to incorporate the agreed upon changes between the Developer and Mihm related to the completion date of the extension of sanitary sewer and water mains by the Developer into the Mihm property.

Section 2. Amendment to the Agreement. Section 3.2 of the Agreement needs to be amended to change the completion date of November 30, 2016 to June 30, 2017. Section 3.2 of the Agreement is being amended to read as follows:

3.2 Completion of Utility Work. In the Development Contract the City will include provisions that require the Developer to construct sanitary sewer and water mains on Lower 65th Street and 66th Street into the temporary cul-de-sacs referenced in Article 5 hereof lying to the east of the east boundary of Blackstone Ridge and that require the Developer to complete construction of such sanitary sewer and water mains by ~~November 30, 2016~~ June 30, 2017.

All of the other provisions of the Agreement will remain in full force and effect.

Section 3. Council Action. The Council is asked to consider the attached Resolution Approving Amendment No. 1 to Agreement Relating to Adjustment of Sanitary Sewer Depth for Plat of Blackstone Ridge dated January 25, 2016 at the April 25, 2016 Council meeting.

Attachments

RESOLUTION NO. _____

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

**RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT RELATING TO
ADJUSTMENT OF SANITARY SEWER DEPTH FOR PLAT OF BLACKSTONE
RIDGE BETWEEN THE CITY AND THOMAS AND INEZ MIHM**

WHEREAS, the City of Inver Grove Heights and Thomas Mihm and Inez Mihm (Mihm) entered into an Agreement Relating to Adjustment of Sanitary Sewer Depth for Plat of Blackstone Ridge dated January 25, 2016 (the Agreement). Thomas Mihm and Inez Mihm own Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota. The Mihm property lies to the east of the plat of Blackstone Ridge.

WHEREAS, the Agreement provided that in conjunction with the Development Contract for the plat of Blackstone Ridge dated April 11, 2016, the Developer (U.S. Home Corporation otherwise known as Lennar) would extend sanitary sewer from the east line of Blackstone Ridge into the Mihm Property and complete construction of the sanitary sewer and water mains by November 30, 2016.

WHEREAS, the Developer of Blackstone Ridge has modified the construction schedule for the extension of the sanitary sewer and water mains into the Mihm property with a revised completion date of June 30, 2017.

WHEREAS, due to the change in schedule, the City and Mihm need to amend the Agreement to incorporate the agreed upon changes between the Developer and Mihm related to the completion date of the extension of sanitary sewer and water mains by the Developer into the Mihm property.

WHEREAS, Section 3.2 of the Agreement needs to be amended to change the completion date of November 30, 2016 to June 30, 2017. Section 3.2 of the Agreement is being amended to read as follows:

3.2 Completion of Utility Work. In the Development Contract the City will include provisions that require the Developer to construct sanitary sewer and water mains on Lower 65th Street and 66th Street into the temporary cul-de-sacs referenced in Article 5 hereof lying to the east of the east boundary of Blackstone Ridge and that require the Developer to complete construction of such sanitary sewer and water mains by ~~November 30, 2016~~ June 30, 2017.

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

- 1.) The City hereby approves the attached Amendment No. 1 to Agreement Relating to Adjustment of Sanitary Sewer Depth for Plat of Blackstone Ridge.
- 2.) The Mayor and City Clerk are authorized to execute the attached Amendment No. 1 to Agreement Relating to Adjustment of Sanitary Sewer Depth for Plat of Blackstone Ridge.

Adopted by the City Council of the City of Inver Grove Heights this 25th day of April, 2016.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

AMENDMENT NO. 1 TO
AGREEMENT RELATING TO ADJUSTMENT OF SANITARY SEWER DEPTH
FOR THE PLAT OF BLACKSTONE RIDGE
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS AMENDMENT NO. 1 TO AGREEMENT RELATING TO ADJUSTMENT OF SANITARY SEWER DEPTH (Amendment) is made, entered into and effective this 25th day of April, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Thomas C. Mihm and Inez A. Mihm, husband and wife (hereafter individually and collectively referred to as Mihm). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Owner entered into an Agreement Relating to Adjustment of Sanitary Sewer Depth dated January 25, 2016 (the "Agreement").

WHEREAS, the parties to the Agreement are the City of Inver Grove Heights, a municipal corporation and Thomas C. Mihm and Inez A. Mihm, husband and wife.

WHEREAS, the parties to the Agreement are the same parties to this Amendment. Thomas C. Mihm and Inez A. Mihm own Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota.

WHEREAS, the Agreement provided that in conjunction with the Development Contract for the plat of Blackstone Ridge dated April 11, 2016, the Developer (as defined in the Development Contract) would extend sanitary sewer from the east line of Blackstone Ridge into the Mihm Property and complete construction of the sanitary sewer and water mains by November 30, 2016.

WHEREAS, the Developer has modified the construction schedule for the extension of the sanitary sewer and water mains into the Mihm property with a revised completion date of June 30, 2017.

WHEREAS, due to the change in schedule, the City and Mihm desire to amend the Agreement to incorporate the agreed upon changes between the Developer and Mihm related to the completion date of the extension of sanitary sewer and water mains by the Developer into the Mihm property.

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

ARTICLE 2
AMENDMENTS

Section 2.1. Amendment of Section 3.2 of the Agreement. Section 3.2 of the Agreement is hereby amended to read as follows:

3.2 Completion of Utility Work. In the Development Contract the City will include provisions that require the Developer to construct sanitary sewer and water mains on Lower 65th Street and 66th Street into the temporary cul-de-sacs referenced in Article 5 hereof lying to the east of the east boundary of Blackstone Ridge and that require the Developer to complete construction of such sanitary sewer and water mains by ~~November 30, 2016~~ June 30, 2017.

Section 2.2 Incorporation of Amendment Into Agreement. This Amendment is hereby incorporated into the Agreement.

All of the other provisions of the Agreement remain in full force and effect.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF Mihm and City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 25th day of April, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

MIHM

By: _____
Thomas C. Mihm

By: _____
Inez A. Mihm

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of April, 2016, by Thomas C. Mihm and Inez A. Mihm, 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 Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 25, 2016
Item Type: Administration
Contact:
Prepared by: Joe Lynch
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Council is requested to approve the Property Disposal Policy presented as well as further direct staff on proceeding with disposal of property that is considered to be excess public property.

SUMMARY

Staff had previously presented a list of properties to the Council for consideration as excess public properties seeking direction on their disposition. Council directed staff to return with an updated Police indicating how often the Council would review the property list, determine the funding source (if the property was purchased) so that funds could be returned when the property was sold as well as list any reasons why properties could not be sold such as those needed as permanent drainage and utility easements or parkland dedicated in perpetuity. Enclosed with this Memo is information supplying the information on the reasons that properties cannot be considered for sale, the funding source, if one could be determined, if property was purchased and a copy of the proposed Property Disposal Policy.

Staff is seeking direction on what Council would like to do with the 26 pieces of property that have been identified that are considered excess public property. In addition, staff would like Council to adopt the revised Policy.

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

RESOLUTION NO. _____

**RESOLUTION OUTLINING THE PROCEDURES FOR THE COUNCIL TO
CONSIDER WHETHER CITY OWNED PROPERTIES SHALL BE SOLD AND
RETURNED TO PRIVATE OWNERSHIP**

WHEREAS, the City of Inver Grove Heights owns approximately 131 separate parcels of land within the City.

WHEREAS, there may be occasions where some of the properties are no longer needed for public purposes.

WHEREAS, in such instances it may be advisable for the City to sell the properties and return the properties to private ownership.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the following procedures and policies in order to bring before the Council for consideration such decisions on whether to sell the properties:

- Step 1.** **Initial Recommendations.** Every five years or so, or at such other time as may be advisable, the City Administrator, after consultation with the City department heads, shall submit to the Council a list of properties owned by the City in fee title which may no longer be needed for public purposes.
- Step 2.** **Council Review of Initial Recommendation.** The City Council shall review the list of properties and identify those properties which it wants to be further studied and analyzed.
- Step 3.** **Preliminary Eligibility.** To determine whether the properties are eligible for sale, those properties identified by the Council shall be further analyzed as follows:
- The City Attorney shall obtain a title insurance commitment to verify City fee title ownership, to identify the legal encumbrances that have been imposed on the properties and to determine whether any restrictions or reservations exist which prohibit sale.
 - The Engineering Department shall identify any street, trail, sanitary sewer, water or storm sewer easements that need to be retained, reserved or imposed on the properties.
 - City staff shall identify any federal, state or county grants that were received for the properties and which restrict sale or otherwise require repayment of grant money in the event of sale.
 - The Planning Department, in a preliminary fashion, shall determine whether the properties are buildable and the Planning Department, in a preliminary fashion, shall recommend a

comprehensive plan designation and rezoning designation for the properties in the event they are sold.

- The Department that has previously managed the property shall report whether the property is needed for public purpose and whether it is advisable to retain or dispose of the property.
- If circumstances indicate that the property may contain contaminants, the City may obtain a Phase I Environmental Assessment.

Step 4. **Council Review of Eligibility.** The information derived from Step 3 shall be transmitted to the Council. Based on the title research, Engineering Departments request for easements, existing encumbrances and restrictions, intended land use per the Planning Departments evaluation and the report on need for public use, the Council shall identify those properties which are potentially eligible for sale.

Step 5. **Summary Appraisal.** The City shall obtain a summary appraisal for those properties that are potentially eligible for sale. The appraisal shall be treated as confidential data or protected non-public data per Minnesota Statutes § 13.44, Subd. 3.

Step 6. **Council Review of Appraisal Data.** After review of the appraisal data, the Council shall select those properties which the Council believes may be appropriate for sale to private entities.

Step 7. **Planning Commission Review.** Prior to offering the properties for sale, the following processes shall be initiated:

- Comprehensive Plan amendment to change the City's Comprehensive Plan designation.
- Rezoning of the property.
- Recommendation by Planning Commission that the property is not needed for public purpose.
- Recommendation by the Park Commission that the property is not needed for public purpose (if the property was park land).
- Comprehensive Plan amendment to remove the property from the park plan (if the property was park land).
- Recommendation by the Planning Commission under Minnesota Statutes § 462.356, Subd. 2 that sale of the property is consistent with the City's Comprehensive Plan.
- Preparation by the City Attorney of a draft purchase agreement which addresses the following:
 - Type of deed
 - Warranties of title
 - Hazardous waste issues
 - Phase I Environmental Assessment
 - Boundary Survey
 - Responsibility for assessments
 - Responsibility for taxes
 - Evidence of title (Abstract of Title or title insurance policy)
 - Zoning

- Earnest money
- Contingencies
- Closing date

Step 8. **Council Approval; Comprehensive Plan Change and Rezoning.** Once the Council selects the buyer, the Council shall complete the process of Comprehensive Plan changes, rezoning and final determination by way of resolution that the property is no longer needed for public purpose. These actions shall generally be taken at the time the Council approves the final purchase agreement with the buyer.

Step 9. **Marketing.** In marketing the property, the Council shall select an approach that is reasonably suited to economically achieve the best value for the property. The Council may select several approaches. The approaches include but are not limited to:

- Advertisement in the official newspaper.
- Direct solicitation of proposals from developers.
- Direct solicitation of proposals from neighbors.
- Closed bid process.
- Use of a real estate broker.
- Request for proposals with the reservation to negotiate terms.

Step 10. **Criteria for Selection of Buyer.** In selecting the buyer, the Council shall consider the following factors:

- Conformity of the offer with material aspects of the City's draft purchase agreement.
- Purchase price.
- Manner and type of payment.
- Intended use and its consistency with the City's Comprehensive Plan and Zoning Ordinance.
- Timing of development.
- Projected tax base after development.
- Whether the property is part of a Development District or Tax Increment District.
- Special considerations, such as, but not limited to:
 - Employment base
 - Need to retain buyer in the City
 - Track record of buyer
 - Commercial/Industrial expansion opportunities
 - Ability to initiate development in the surrounding area
 - Promoting comprehensive plan goals, policies and objectives

Passed by the City Council of Inver Grove Heights this _____ day of _____,
2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

SALEABLE CITY-OWNED PROPERTY

| City Owned Parcel | Location / Address | Map ID | Land Value | *Sale Rank | Funding Source | Zoning Type | Disclosures |
|-------------------|--|----------------|---------------------|--------------|---------------------------|--|--|
| 1 | Carleda Way | 88 | \$44,300 | 3 | Unknown | Single Family | Not buildable / has utility easements |
| 2 | Carleda Way | 89 | \$37,400 | 3 | Unknown | Single Family | |
| 3 | 8195 Babcock Trail (W of VMCC) | 141 | \$184,600 | 3 | EDA | Agricultural | |
| 4 | Blaine at Blackshire Path | 143 | \$380,000 | 3 | EDA (water loan) | Public Institutional | Do not sell separately / combine with MNDOT property in 2018 |
| 5 | Blaine & Upper 55th | 144 | \$28,900 | 2 | Unknown | Planned Unit Development | |
| 6 | 2399 53 rd Street E off Blaine | 150 | \$38,100 | 3 | Unknown | Commercial PUD | |
| 7 | 52 nd Street E off Blaine & Bishop | 151 | \$48,200 | 3 | Unknown | Commercial PUD | |
| 8 | Upper 55 th & 9 th Ave S (SSP) | 155 | \$18,100 | 3 | Unknown | Public Institutional | |
| 9 | Babcock Trail at Stark Lake | 158 | \$13,600 | 3 | Unknown | Single Family | |
| 10 | 6556 Doffing Ave & Concord Blvd | 166 | \$34,700 | 3 | DNR, CDBG, HCF | Limited Industrial Shoreland Critical | Floodplain |
| 11 | 6XXX Doffing Ave & Concord Blvd | 167 | \$25,900 | 3 | DNR, CDBG, HCF | Limited Industrial Shoreland Critical | Floodplain |
| 12 | 6549 Doffing Ave & Concord Blvd | 168 | \$13,000 | 2 | DNR, CDBG, HCF | Limited Industrial Shoreland Critical | Floodplain |
| 13 | 6539 Doffing Ave & Concord Blvd | 169 | \$21,100 | 3 | DNR, CDBG, HCF | Limited Industrial Shoreland Critical | Floodplain |
| 14 | 6535 Doffing Ave (Bee Line Auto) | 170 | \$47,200 | 3 | DNR, CDBG, HCF | Limited Industrial Shoreland Critical | Floodplain |
| 15 | 6671 Concord Blvd & 68 th St E | 192 | \$28,100 | 3 | EDA | Agricultural | |
| 16 | 6685 Concord Blvd & 68 th St E | 193 | \$29,000 | 3 | EDA | Agricultural | |
| 17 | 6727 Concord Blvd & 68 th St E | 194 | \$21,400 | 2 | EDA | Agricultural | |
| 18 | 6XXX Concord Blvd & 68 th St E | 195 | \$21,400 | 2 | EDA | Agricultural | |
| 19 | River Road (N & S of Upper 71 st) | 210 | \$37,500 | 3 | Unknown | Limited Industrial | |

SALEABLE CITY-OWNED PROPERTY

| City Owned Parcel | Location / Address | Map ID | Land Value | *Sale Rank | Funding Source | Zoning Type | Disclosures |
|-------------------|-------------------------------------|--------|-------------|------------|----------------|----------------------|---|
| 19 | Inverwood Golf Course (NE & NW) | 244 | \$1,152,600 | 3 | EDA & HCF | Public Institutional | Land must sell for at least \$1,000,000 / anything over \$1M goes back to EDA |
| 20 | River Road | 259 | \$422,800 | 2 | EDA | Limited Industrial | McPhillips Trucking |
| 21 | Ernster Park Area | 257 | \$14,900 | 2 | Unknown | Public Institutional | Potential for future park use |
| 23 | 6XXX Dickman Trail - 260 | 260 | \$25,200 | 2 | EDA & DEED | Limited Industrial | McPhillips / River County Co-Op |
| 24 | 6XXX Dickman Trail - 261 | 261 | \$5,300 | 1 | EDA & DEED | Limited Industrial | McPhillips / River County Co-Op |
| 25 | 6XXX Dickman Trail - 263 | 263 | \$2,300 | 1 | EDA & DEED | Limited Industrial | McPhillips / River County Co-Op |
| 26 | 6XXX Dickman Trail - 264 | 264 | \$12,000 | 1 | EDA & DEED | Limited Industrial | McPhillips / River County Co-Op |

*Sale Rank meaning 3 = Most Saleable / 1 = Least Saleable

City Property Potential For Sale



City of Inver Grove Heights

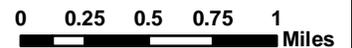
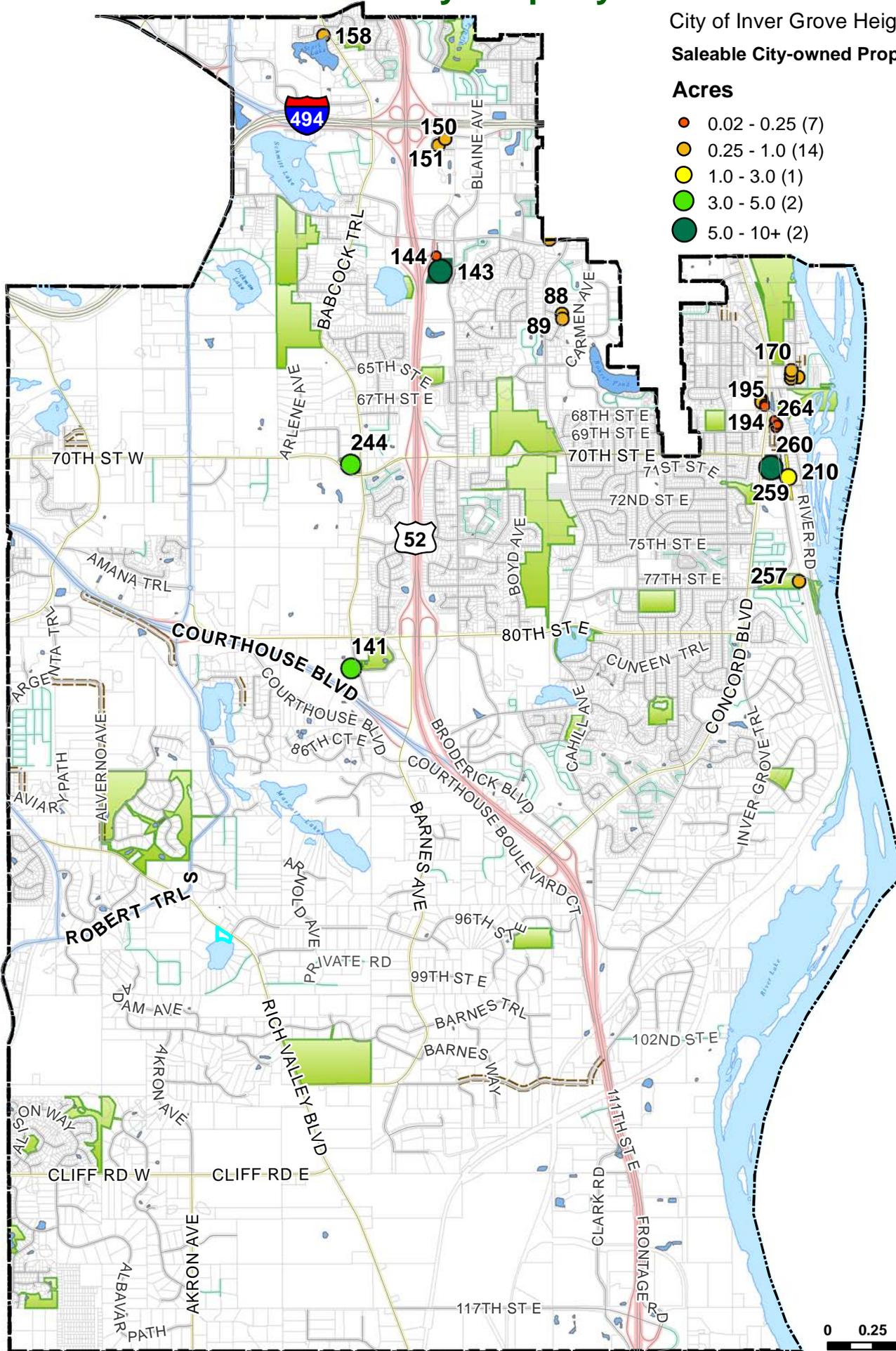
Saleable City-owned Property by Acreage

Acres

- 0.02 - 0.25 (7)
- 0.25 - 1.0 (14)
- 1.0 - 3.0 (1)
- 3.0 - 5.0 (2)
- 5.0 - 10+ (2)

Water Features

- Lakes & River
- Ponds



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 25, 2016
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Carrie Isaacson, Admin Svc Cord
Reviewed by: Janet Shefchik, HR Manager

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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the Part-Time/Temporary/Seasonal Employment of: Tyler Prifrel (Laborer/Golf); Elliott Gonsioroski (Ranger/Golf); Gary Harker (Ranger/Golf); Annika Heine (Concessionaire/Golf); Kyle Horsch (Laborer/Golf); Jon Lessard (Laborer/Golf); Alexandra Cole (Concessionaire/Golf); Dallas Edwards (Laborer/Golf); Joseph Henderson (Laborer/Golf); Claire Edwards (Utilities Worker/Public Works); Jackson Graham (Utilities Worker/Public Works); Victoria Perez (Utilities Worker/Public Works); Robert Schild (Concessionaire/Golf); Kyleen Harms (Childcare/VMCC); Benjamin Nelson (Recreation Instructor/Park & Rec); Brooks Helling (Park Maintenance Worker/Parks); Samuel Hosszu (Laborer/Golf); Paul Sherburne (Ranger/Golf); Tara Freiberg (Kids ROCK Coordinator/VMCC)

Please confirm the Full-Time Employment of: Matthew Willig, Golf Course Cashier

Please confirm the Promotion of: Adam Wiederhoeft, Investigator to Sergeant

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CASTAWAYS MARINA AND CITY OF INVER GROVE HEIGHTS

Meeting Date: April 25, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following for property located at 6140 Doffing Avenue:

- a) a Resolution relating to a Conditional Use Permit Amendment for Castaways Marina to add a new storage building.
- b) a Variance to allow the storage building with a five foot setback whereas 40 feet is required.
- c) a Variance for the City of Inver Grove Heights to create a new lot less than the minimum lot size and width standards.
 - Requires 3/5th's vote.
 - 60-day deadline: May 23, 2016 (first 60 days)

SUMMARY

The City has been working with Castaways Marina to purchase the existing home and remove the residential buildings from the floodplain. The City is purchasing the home and a lot area surrounding the home of 10,000 square feet. An administrative subdivision will be processed to create the new lot. A variance is required as the lot would be less than minimum standards in the I-1 district. Castaways Marina is also requesting an amendment to their conditional use permit to add a two-level building to be used for storage for their members and meeting room with future bathrooms. A variance from setbacks by the newly created lot is also required.

ANALYSIS

The proposed storage building would be used for storage for members of the marina, replacing storage space lost when the house is removed. The building would be 5 feet from the lot line of the new city lot. The building complies with all exterior materials standards and meets all other setbacks. No other issues have been identified with the building.

The city is purchasing just enough land for the intended purpose. There are no plans for use of the lot. The lot would remain in open space.

The creation of the new lot impacts possible locations for the new storage building to comply with setbacks.

RECOMMENDATION

Planning Division. Recommends approval of the three requests as presented.

Planning Commission. Also recommends approval of the three requests (8-0).

- Attachments:
- Resolution of Conditional Use Permit Amendment
 - Resolution approving Lot Size Variance
 - Resolution approving Setback Variance
 - Planning Commission Recommendation
 - Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ALLOW
THE ADDITION OF A 120' X 34' STORAGE BUILDING**

**CASE NO. 16-11CZ
(Castaways Marina)**

WHEREAS, an application for Conditional Use Permit has been submitted for property located at 6140 Doffing Avenue and legally described as the following;

Lots 1,2,3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat, Dakota County, Minnesota AND All that part of 61st Street (now vacated) lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

WHEREAS, the aforescribed property is currently zoned I-1, Limited Industry District and lies within the Critical Area Overlay District;

WHEREAS, marinas are listed as a conditional use within the I-1 zoning district;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 19, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow for a 120' x 34' storage building is hereby approved subject to the following conditions:

Resolution No. _____

1. Resolution No. 15-169 shall become null and void and shall be replaced by the terms of this conditional use permit.
2. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

| | |
|---|----------|
| Outdoor storage area on southern lot | 09/08/15 |
| Site Plan dated | 05/27/08 |
| Grading Plan dated | 06/18/08 |
| Grading/Site Plan with storage building | 3/29/16 |

3. The marina must combine the tax parcels and show proof of recording with Dakota County before a building permit can be issued.
4. The storage building shall be required to comply with all flood proofing and building code standards.
5. Prior to issuance of any permits, all comments from the City Engineer memo dated 4/14/16 shall be addressed to the satisfaction of the City Engineer.
6. The seasonal storage of trailers and small boats is allowed on the south parking lot as shown on the plan dated 09/08/15 from October 1 - April 30 of each year.
7. Open storage of boat trailers only shall be allowed only in the area designated in the northwest corner of the site as shown on the site plan dated December 3, 2001, subject to the following conditions:
 - a. Boat trailers shall be allowed to be stored on the site from April 1 through October 31 of each year. All boat trailers shall be removed during the winter season from November 1 through March 31.
 - b. No more than 15 boat trailers shall be stored in the storage area at any one time.
 - c. Boat trailers to be stored on site shall be limited to 22 feet in length.
 - d. Only boat trailers belonging to boaters at Castaways Marina, Inc. shall be allowed to be stored on site.
 - e. No storage of boats shall be allowed at any time.
8. No fuel facilities or boat launch shall be provided without approval of the City Council.
9. The parking areas shall be striped and a containment device shall be added to protect the vehicles from the proposed steep slopes (ie. curb, bumper stops, guardrail, etc.)
10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

Resolution No. _____

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

Adopted by the City Council of Inver Grove Heights this 25th day of April, 2016.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A LOT LESS THAN MINIMUM
STANDARDS IN THE I-1, LIMITED INDUSTRY ZONING DISTRICT**

CASE NO. 16-12V
(City of Inver Grove Heights)

Property located at 6140 Doffing Avenue and legally described as follows:

Lots 1,2,3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat, Dakota County, Minnesota AND All that part of 61st Street (now vacated) lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

WHEREAS, an application has been received for a Variance to allow the creation of a parcel 10,000 square feet in size and 80 feet wide where as one acre and 100 feet wide is the minimum standard of I-1District;

WHEREAS, the afore described property is zoned I-1, Limited Industry District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 19, 2016 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

1. The City purchasing just enough land for the purpose needed. The land would not be utilized for development purpose and would remain in open space. Purpose of land acquisition is to remove a residential structure from the flood plain.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow the creation of a parcel 10,000 square feet in size and 80 feet wide where as one acre and 100 feet wide is the minimum standard of I-1 District is hereby approved.

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

Adopted by the City Council of Inver Grove Heights on this 25th day of April, 2016.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A BUILDING WITH A FIVE FOOT
SETBACK FROM PROPERTY LINE IN THE I-2 DISTRICT**

**CASE NO. 16-11CV
(Castaways Marina)**

Property located at 6140 Doffing Avenue and legally described as follows:

**Lots 1,2,3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat,
Dakota County, Minnesota AND All that part of 61st Street (now vacated) lying easterly of the
North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2,
T27, R22W.**

WHEREAS, an application has been received for a Variance to allow a building to be setback five feet from the property line whereas 40 feet is the minimum standard of I-1 District;

WHEREAS, the afore described property is zoned I-1, Limited Industry District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 19, 2016 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

1. The City purchase of the land impacts possible locations of the building to comply with setback requirements and physical constraints on the property including the levy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a building to be setback five feet from the property line whereas 40 feet is the minimum standard of I-1District is hereby approved.

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

Adopted by the City Council of Inver Grove Heights on this 25th day of April, 2016.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 19, 2016

SUBJECT: CASTAWAYS MARINA & CITY OF INVER GROVE HEIGHTS – CASE NO. 16-11CV & 16-12V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to add a new storage structure on the east end of the parking lot and a variance to allow a structure to be located five feet from the property line, whereas 40 feet is required, for the property located at 6140 Doffing Avenue. 2 notices were mailed.

Commissioner Simon read the public hearing notice to consider the request for a variance to allow the creation of a new lot with less than required minimum lot size and width standards in the I-1 zoning district, for the property located at 6140 Doffing Avenue. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the City has been in negotiations with Castaways Marina to purchase the house and surrounding land so as to continue the City's efforts to remove residential structures out of the floodplain. The property is zoned I-1 and the minimum lot size and width in that district is one acre and 100 feet. The parcel of land to be purchased is 10,000 square feet in size; therefore the City is requesting a variance to allow the creation of a parcel smaller in size than the minimum standards. If the City purchases the property they would do an administrative subdivision to create the parcel. The marina currently uses the garage on the subject property for storage. The proposed two-story storage building would replace and expand that storage capacity. The applicant is requesting a CUP amendment to allow for that addition. A variance from setbacks is also being requested as the building would be setback five feet from the new property line. Staff does not see an issue with creating a small parcel because the City is purchasing just enough land for the purpose intended, and it will remain in open space and not developed. The marina setback variance is created by the access roads to the levee, parking lot, and the request of the City to purchase land. Staff sees these as practical difficulties and recommends approval of the two applicant requests as presented.

Chair Maggi asked if anyone was living in the residence on the subject property.

Mr. Link advised the residence was vacant.

Chair Maggi questioned why the City desired to purchase the subject property even though the residence was not inhabited.

Mr. Link replied that the purpose of the City's ongoing program to acquire properties in the floodplain was to remove the buildings so as to reduce damage to property and damage to life, and also to make it easier for the City to fight floods. He advised in the past the City has had to

sandbag the building and pump out water when there have been floods.

Commissioner Klein asked if the City would be held harmless should the proposed building flood.

Mr. Link replied that the proposed building would be designed to withstand floodwaters. Also, as part of this sale there is an agreement between the marina and the City relieving the City from the responsibility and obligation of having to protect the building. Part of the agreement requires that the City provide access to the marina, however, they will not have to pump in order to protect the new storage building.

Opening of Public Hearing

Tom Lind, 6140 Doffing Avenue, stated he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Lind replied in the affirmative. He clarified that the lower level of the proposed building would be poured concrete garage space built to comply with the code required for building in a floodplain. If the river rises they will move the vehicles out and let it flood. The second story will house mini-storage units and will be three feet higher than the top of the levee which will alleviate any potential flooding issues. The units will be sold to members of their marina.

Mr. Link advised that Mr. Lind has been working closely with staff and is very knowledgeable about building code requirements in the floodplain.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Lissarrague, to approve the requests for a conditional use permit to add a new storage structure on the east end of the parking lot, a variance to allow a structure to be located five feet from the property line whereas 40 feet is required, and a variance to allow the creation of a new lot with less than required minimum lot size and width standards in the I-1 zoning district, for the property located at 6140 Doffing Avenue, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on April 25, 2016.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: April 14, 2016

CASE NO: 16-11CV
16-12V

HEARING DATE: April 19, 2016

APPLICANT/PROPERTY OWNER: Castaway Marina and City of Inver Grove Heights

REQUEST: A Conditional Use Permit Amendment to allow for the addition of a new storage building and variance from property line setback. City variance to create lot with less than required lot size and width

LOCATION: 6140 Doffing Avenue

COMPREHENSIVE PLAN: Mixed Use

ZONING: I-1, Limited Industrial
Critical Area Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Castaway's Marina is requesting an amendment to their existing CUP to allow for the construction of a new storage building on the east side of the property in the existing parking lot. The structure would be a two story 120 x 34 foot building that would be used for common and individual storage for the members of the marina. The marina currently uses a garage by the existing house for storage. The City is purchasing a portion of land from Castaways surrounding the existing house to remove the residential structure from the floodplain. The proposed storage building would replace and expand storage capacity for the marina. The lower level of the building would be used for storage only and would be designed to flood in the event of a flood. The upper level might possibly contain a couple of bathrooms, showers and washer and dryer for the members. The upper level would have access to the top of the levy leading out to the docks. A variance from setbacks is also being requested as the building would be set 5 feet from the new property line.

The City has entered into a purchase agreement with Castaways Marina to purchase the existing house and land surrounding the house to continue the City's efforts to remove residential structures out of the floodplain to help protect the health, safety and welfare of the residents. The buildings would be removed from the site and it would remain as vacant open space. The parcel of land to be purchased is 10,000 square feet in size. The property is zoned I-1, Limited Industry and minimum lot size and width in that district is one acre and 100 feet. The City is requesting a variance to allow the creation of a parcel smaller in size than minimum standards.

Because the two actions are interrelated, Staff is putting both requests into one staff report for ease of review.

EVALUATION OF THE REQUEST

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

North - City owned open space; zoned P; guided Park

East - Mississippi River

West - City owned open space; zoned I-1/P; guided Park

South - Marinas; zoned I-1; guided Mixed Use

SITE PLAN REVIEW

Setbacks. The proposed storage building would comply with setbacks from the river and front setbacks. The building would be located approximately 5 feet from the proposed new property line of the land being purchased by the City. The setback variance is discussed later in this report.

Parking. The building would be constructed primarily over existing parking lot hard surface. Some of the excess hard surface would be removed to accommodate the building. The lot contains sufficient parking for the marina use and so there are no issues with some parking spaces being removed.

Consolidation of lots. The marina property consists of four separate lots. The proposed building would be constructed over three lots. Buildings cannot straddle property lines and therefore three of the lots must be combined into a single tax parcel. This process is allowed by administrative review and so a condition of approval is that the marina must combine the tax parcels and show proof of recording with Dakota County before a building permit can be issued.

Exterior Materials. The building would have horizontal lap siding on all four sides. The lower level, facing west, would contain a row of garage doors for the storage area. The upper level, facing east, would have windows and doors facing the river. The building complies with exterior materials standards.

Engineering. The Engineering Department has reviewed the plans and has noted their comments in a separate memo that is part of the conditions of approval. No additional storm water treatment facilities are required. The proposed building would be constructed up against the levy, and some digging into the levee is proposed. Engineering is requiring applicant to verify the integrity of the levy is maintained.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use of a marina is consistent with the goals, policies, and plans of the Comprehensive Plan; the proposed storage building does not have an impact to the overall land use.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The property is zoned I-1, Limited Industrial; the use of a marina is consistent with the intent of the I-1 zoning district. The property also lies within the Critical Area Overlay District. Marinas are allowed in the district. A structure is allowed in the flood fringe of the river with proper flood proofing.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed storage building would not have a detrimental effect on public improvements in the vicinity of the project. The building is setback to the far east side of the lot maximizing its setback from the road and distance from the Heritage Village park land which is located directly west of the site.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This use does not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

The building complies with exterior materials standards

- ii. Noise*

The storage building would not generate noises that are inconsistent with uses in the I-1 zoning.

- iii. Fencing, landscaping and buffering*

No additional screening or landscaping is required.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The use of the property as a marina is appropriate considering its location to the river. The property is of sufficient size for the improvements proposed.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare. The building would be constructed to meet all flood proofing requirements.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

Impervious surface would be slightly reduced on the lot. The building would not create any adverse impacts to storm water or to the river.

VARIANCE REVIEW

There are two separate variances associated with the two applications. Castaway Marina is requesting a variance from setbacks to allow the storage structure to be located 5 feet from the newly created property line resulting from city purchase. The required setback is 40 feet.

The second variance is a request from the City to allow the creation of a parcel in the I-1 zoning district to be less than one acre in size and less than 100 feet wide. The lot proposed to be purchased from the marina would be 10,000 square feet in area and 80 feet wide.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

Castaways:

The proposed building would comply with setbacks as the property exists today. The purchase of the property by the City creates an internal setback conflict. The structure is situated to be most efficient and practical for its use and topography on the site.

City:

The intent of a minimum lot area is that parcels of land are created large enough to accommodate a use and meet all other code performance standards. In this case, the property would remain vacant and used as open space. No conflict is being created since the land would not be used for development purposes.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

Castaways:

The proposed building would be consistent with uses associated with a marina. The setback issue is created by the purchase of the newly created lot by the City.

City:

The use of the property would be for permanent open space once the house is removed.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

Castaways:

The setback variance is being created by the request of the City to purchase land in order to remove residential structures within the floodplain. City has been using DNR funds for this purpose over the last 10-15 years. Moving the proposed storage structure to the south impacts access to the top of the levee and parking. The building location optimizes the open space from the street and keeping an open space corridor between the lot and the city park on the west side of Doffing Avenue.

City:

The City is purchasing just enough land for the purpose intended, leaving balance of property to be utilized for the marina's purposes. The land will remain in open space and not developed by the City or private party.

4. *The variance will not alter the essential character of the locality.*

Castaway:

There are other marinas in the area with structures on the lots. The variance would not have an impact on the areas as the lot abutting would be owned by the City as open space, thus there would be no impact to another property by letting a structure be closer to the property line.

City:

The lot size variance would not impact the character of the neighborhood. It is part of a public improvement which is to remove residential structures from the flood plain.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of a **Conditional Use Permit** Amendment for Castaways Marina to allow for the addition of a 120 ft x 34 ft storage building subject to the following conditions:
 1. Resolution No. 15-169 shall become null and void and shall be replaced by the terms of this conditional use permit.
 2. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

| | |
|--------------------------------------|----------|
| Outdoor storage area on southern lot | 09/08/15 |
| Site Plan dated | 05/27/08 |
| Grading Plan dated | 06/18/08 |
| Grading Plan for Storage Building | 3/29/16 |
 3. The marina must combine the tax parcels and show proof of recording with Dakota County before a building permit can be issued.
 4. The storage building shall be required to comply with all flood proofing and building code standards.
 5. Prior to issuance of any permits, all comments from the City Engineer memo dated 4/14/16 shall be addressed to the satisfaction of the City Engineer.
 6. The seasonal storage of trailers and small boats is allowed on the south parking lot as shown on the plan dated 09/08/15 from October 1 – April 30 of each year.
 7. Open storage of boat trailers only shall be allowed only in the area designated in the northwest corner of the site as shown on the site plan dated December 3, 2001, subject to the following conditions:
 - a. Boat trailers shall be allowed to be stored on the site from April 1 through October 31 of each year. All boat trailers shall be removed during the winter season from November 1 through March 31.
 - b. No more than 15 boat trailers shall be stored in the storage area at any one time.
 - c. Boat trailers to be stored on site shall be limited to 22 feet in length.
 - d. Only boat trailers belonging to boaters at Castaways Marina, Inc. shall be allowed to be stored on site.
 - e. No storage of boats shall be allowed at any time.
 8. No fuel facilities or boat launch shall be provided without approval of the City Council.

9. The parking areas shall be striped and a containment device shall be added to protect the vehicles from the proposed steep slopes (i.e. curb, bumper stops, guardrail, etc.)
 10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
- Approval of a **Variance** for Castaways Marina to allow a five foot setback for the new storage building subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Grading Plan for Storage Building 3/29/16

2. The storage building shall be required to comply with all flood proofing and building code standards.
3. Prior to issuance of any permits, all comments from the City Engineer memo dated 4/14/16 shall be addressed to the satisfaction of the City Engineer.

Practical difficulty: The City purchase of the land impacts possible locations of the building to comply with setback requirements and physical constraints on the property including the levy.

- Approval of a **Variance** for City of Inver Grove Heights to allow the creation of a new lot less than the minimum lot width and area standards in the I-1 District subject to the following conditions:
 1. The lot size shall be consistent with the Lot Split Survey prepared by Sunde Land Surveying dated 2/12/16.

Practical difficulty: The City purchasing just enough land for the purpose needed. The land would not be utilized for development purpose and would remain in open space. Purpose of land acquisition is to remove a residential structure from the flood plain.

- 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

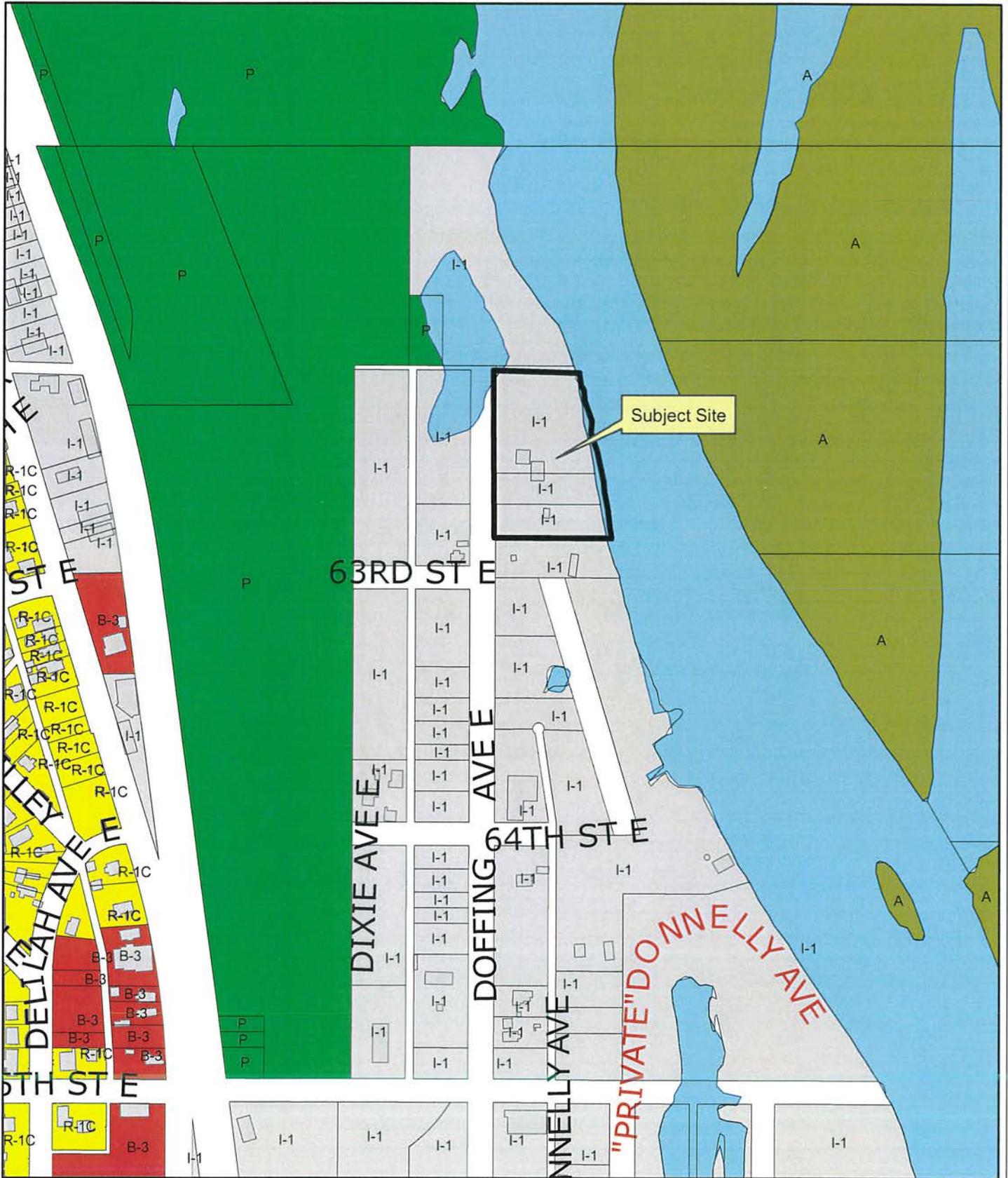
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit amendment and variance for Castaways Marina and the variance for the City.

Attachments: Exhibit A - Zoning and Location Map
Exhibit B - Narrative
Exhibit C- Proposed Grading Plan for Storage Building
Exhibit D - Lot Survey for City Lot Split



Location Map

Case No. 16-11CV and 16-12V





*Castaways Marina, Inc.
6140 Doffing Avenue
Inver Grove Heights, Minnesota 55076*

John Remington, President
(612)723-0961

Scott Hand, Secretary
(612)554-4336

David Perry, Treasurer
(651)287-3338

Mathew Berscheid, Property Manager
(612)998-7416

Tom Lind, Vice President
(612)669-9494

Mike Anderson, Dockmaster
(651)324-0663

Chet Gould, Dockmaster
(612)763-535-1132

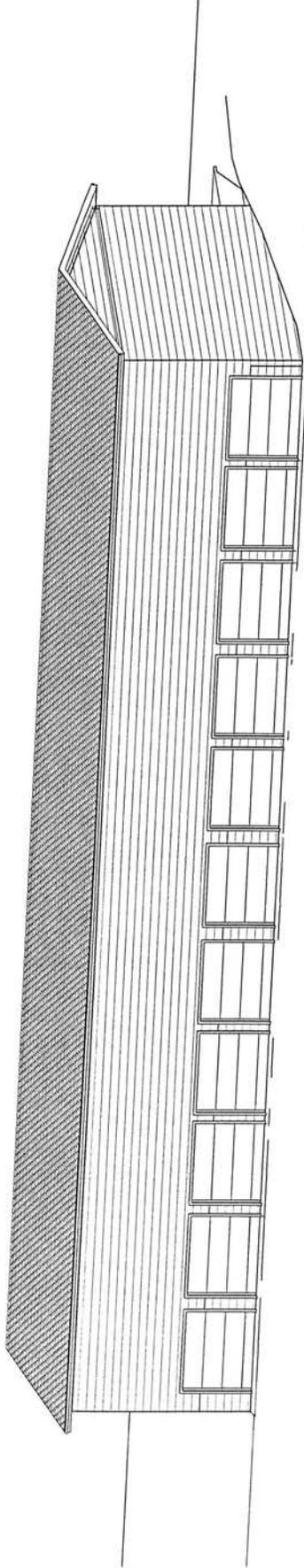
March 15, 2016

Variance Request (Revised)

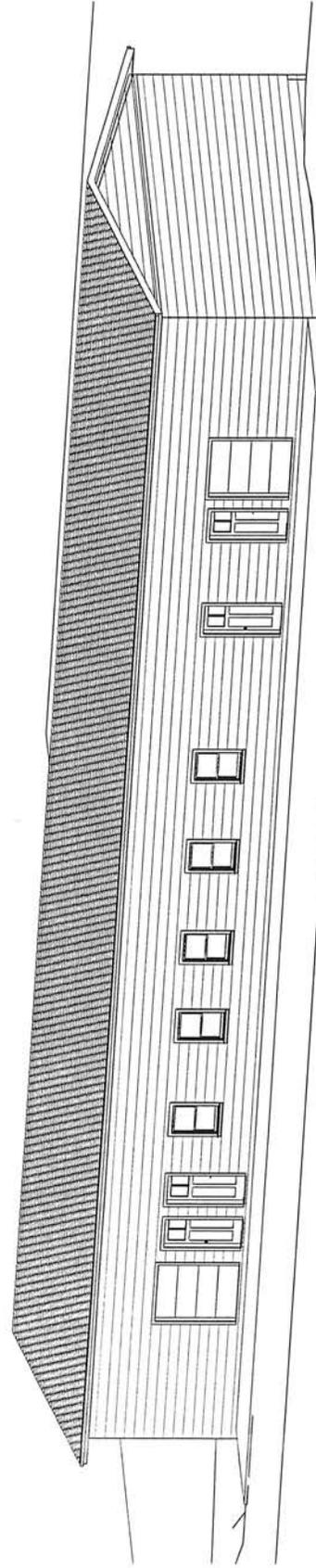
Castaways Marina Inc. is requesting a variance from the commercial setback requirement of forty (40) feet from the property line to five (5) feet from the property line in order to construct a replacement storage building at 6140 Doffing Avenue. A variance will be necessary since Castaways has agreed to sell a portion of our property, including a house and garage, to the City of Inver Grove Heights. It is the City's declared intent to raze the existing house and garage once the sale is closed. Razing the house garage (which shares a common load bearing wall with our current storage building) will also necessitate removal of this storage building.

Castaways' property is bordered on the north and west by City of Inver Grove Heights' Heritage Park property, on the south by River Mist Marina located at 6220 Doffing Avenue, and on the east by the Mississippi River.

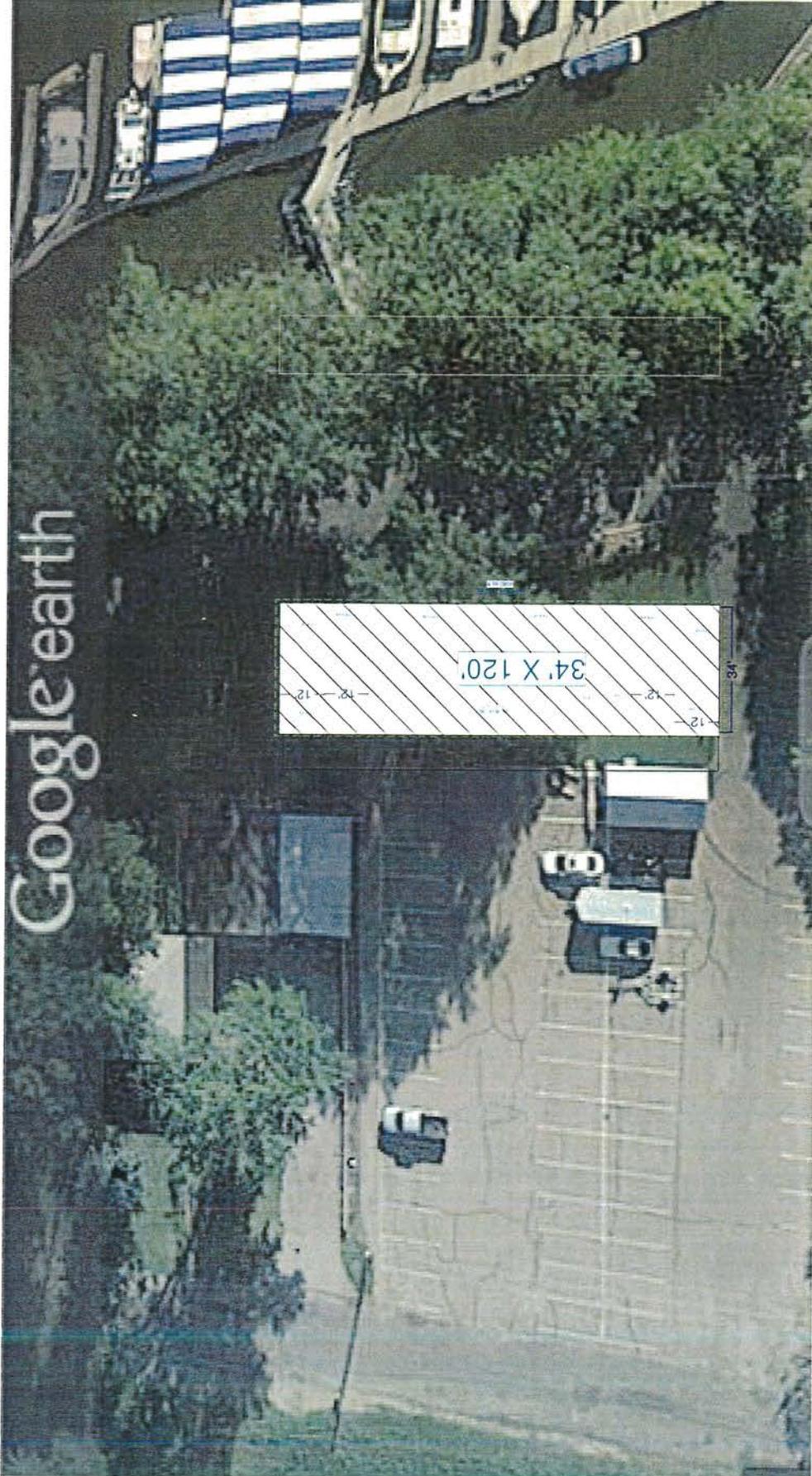
We propose to build a new storage structure on the east end of our existing parking lot. This proposed two story 120 foot by 34 foot building including both common and individual storage spaces will be less than forty (40) feet from the property that the City is purchasing from Castaways Marina. (See attached site plan). The forty foot setback requirement for commercial buildings would create a severe hardship for Castaways because it would force us to move the new storage building to the center of the parking lot with a resulting loss of both parking and boat storage space. Accordingly, the sale of our property to the City is contingent upon a variance being granted.



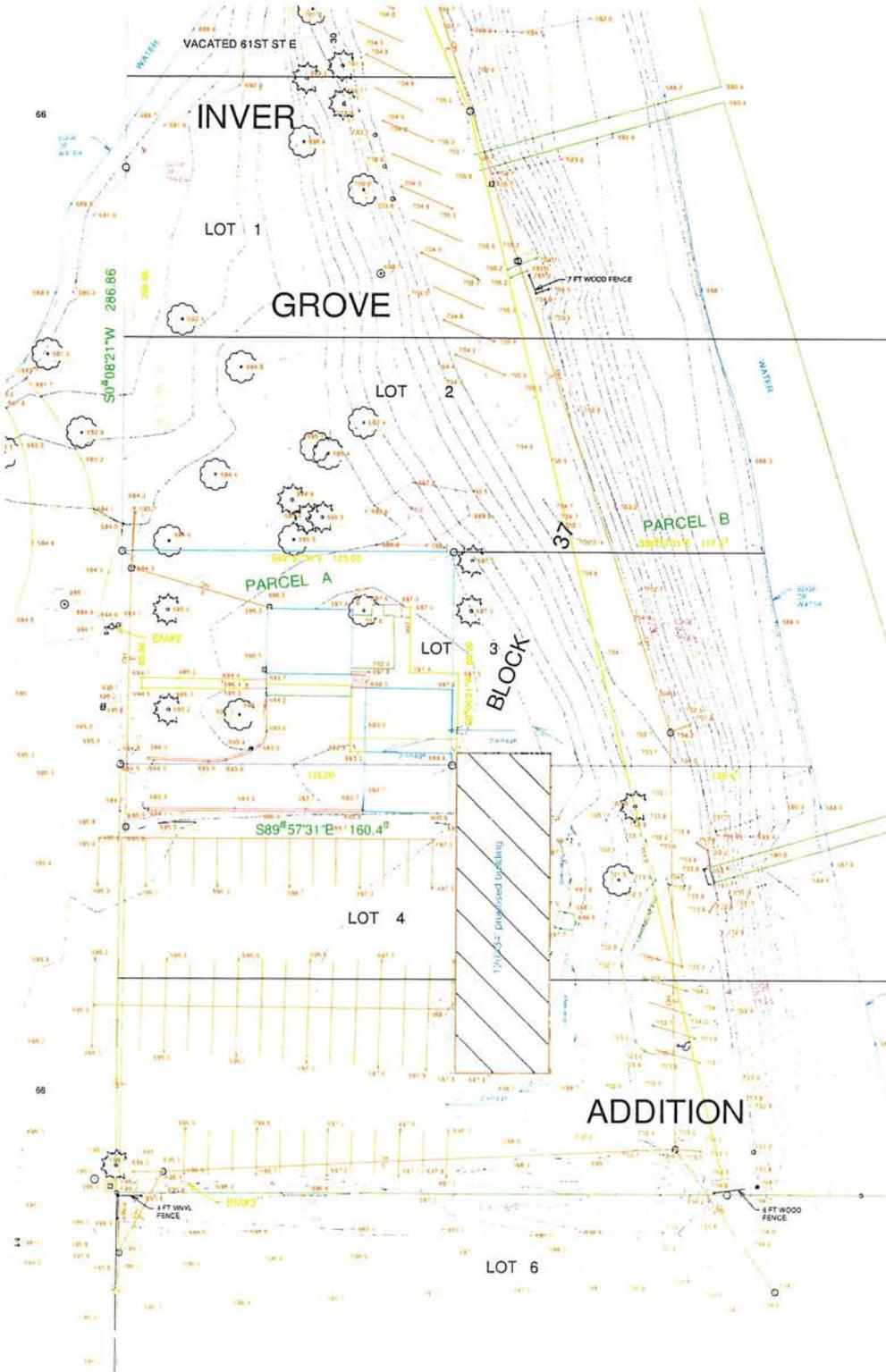
FRONT ELEVATION



REAR ELEVATION



SITE PLAN



Volume of fill that you will be adding between the building and the existing bituminous drive to the East
 Excavation 1.0000 Fill 1.0000
Fill Volume (Cu. Yd.) 238.7

DESCRIPTION OF PROPERTY SURVEYED
 (Per Warranty Deed Doc. No. 873343) (Said document includes additional land)
 Lot 1, 2 and 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.
 AND
 (Described in Doc. No. 873355)
 All that part of 61st Street East [now vacated] lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

PLAT RECORDING INFORMATION
 The plat of INVER GROVE FACTORY ADDITION was filed of record on March 11, 1887, in Book D of Plats, page 26.

TITLE COMMITMENT
 This survey was prepared without the benefit of current title work. Easements, appurtenances, and encumbrances may exist in addition to those shown hereon. This survey is subject to revision upon receipt of a current title insurance commitment or attorney's title opinion.

PROPOSED PROPERTY DESCRIPTIONS
PARCEL A:
 The west 125.00 feet of Lot 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

PARCEL B:
 Lots 1, 2 and 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, EXCEPT the west 125.00 feet of said Lot 3.
 AND
 All that part of vacated 61st Street East lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

GENERAL NOTES

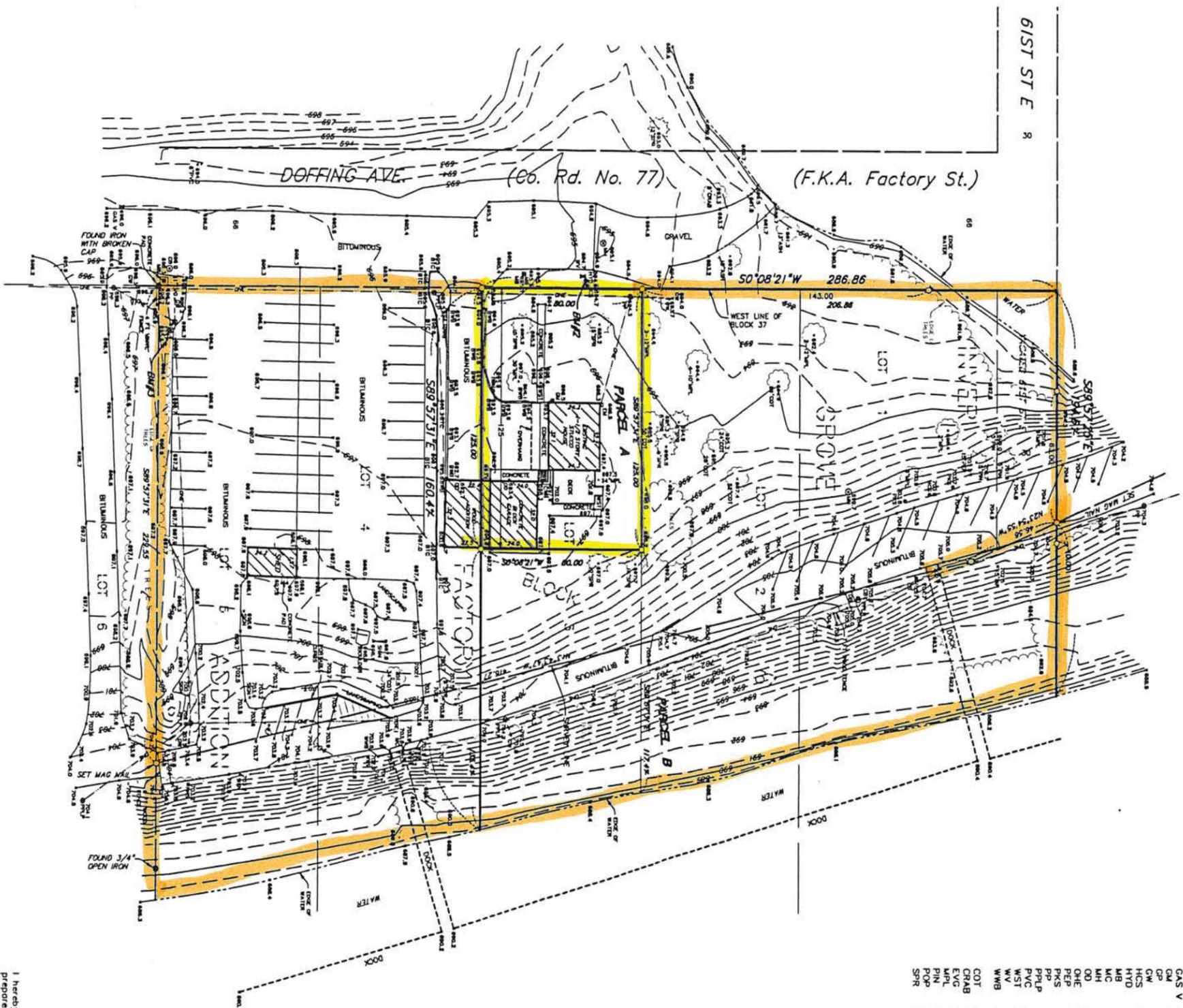
- 1.) The boundary is subject to change due to natural causes and it may or may not represent the actual location of the limit of title.
- 2.) Survey coordinate and bearing basis: Dakota County Coordinates

UTILITY NOTES

- 1.) Visible above ground evidence of utilities is shown hereon per field location. This survey does not purport to show any underground utilities.
- 2.) Contact COPHER STATE ONE CALL at 651-454-0002 (800-252-1166) for precise onsite location of utilities prior to any excavation.

LEGEND

- Denotes iron monument well marked with P.L.S. No. 15480, unless otherwise noted
- Denotes found iron monument
- BBH Denotes basketball hoop
- BTC Denotes top of bituminous curb
- BWB Denotes brick wall base
- CB Denotes catch basin
- CBX Denotes communication box
- CST Denotes curb stop
- CSB Denotes concrete steps
- CS Denotes concrete curb base
- DB Denotes ductile iron pipe
- DIP Denotes ductile iron pipe
- EB Denotes electric box
- EM Denotes electric meter
- GAS V Denotes gas valve
- GM Denotes gas meter
- GP Denotes guard post
- GW Denotes guy wire
- HCS Denotes handicap sign
- HTD Denotes fire hydrant
- MB Denotes mail box
- MH Denotes metal cover
- OD Denotes overhead door
- OHE Denotes overhead electric line
- PEP Denotes polyethylene pipe
- PKS Denotes parking sign
- PP Denotes power pole
- PPLC Denotes power and light pole
- PVC Denotes polyvinylchloride pipe
- WST Denotes wood steps
- WV Denotes water valve
- WVB Denotes wood wall base
- COT Denotes Cottonwood tree
- CRAB Denotes Crabapple tree
- ENC Denotes Maple tree
- MP Denotes Magnolia tree
- PIN Denotes Pine tree
- POP Denotes Poplar tree
- SPR Denotes Spruce tree



BENCH MARKS (B.M.)
 (NAVD88 datum)

- 1.) Concrete monument with disk in Inver Grove Heights, 171 feet north of Gladstone St. on west side of alley, between Concord Street and west rail of Railroad, 46 feet west of west rail of Railroad, 74 feet northeast of northeast corner of Skelly Gas Station, 37 feet southeast of southeast corner of concrete block building (Corner Liquor Store) 38 feet north-northeast of telephone pole, 4.0 feet southwest of southwest corner of concrete slab, 1.0 foot south of witness post. Elevation = 719.503 feet
- 2.) Top of top nut of fire hydrant on east side of Doffing Avenue in front of house addressed 6140 Doffing Avenue. Elevation = 697.44 feet
- 3.) Railroad spike in the north face of the combination power pole/light pole near the southwest corner of the parking lot. Elevation = 697.24 feet

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Dated this 12th day of February, 2016

By: *Mark A. Hanson*
 Mark A. Hanson, P.L.S. Minn. Lic. No. 15480

Revised parcel line location
 Surveyed/defined June 15, 2015
 Drawing Title: **LOT SPLIT SURVEY FOR CITY OF INVER GROVE HEIGHTS**
 6140 Doffing Avenue
 Inver Grove Heights, MN
SUNDE LAND SURVEYING
 8001 East Washington Freeway (70th) + 34th
 Bloomington, Minnesota 55420-3435
 651-881-2424 (Fax: 651-888-0280)
 4000 North Dakota 701-853-5832
 Main Office
 Project: 07-199-A Bk./7E. 869/89
 Township: 27 Range: 22 Section: 2
 Date: 02/12/2016
 Sheet: 1 of 1

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PARKING OF BOATS AND OTHER NON-MOTORIZED VEHICLES IN THE FRONT YARD

Meeting Date: April 25, 2016
Item Type: Regular Session
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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PURPOSE/ACTION REQUESTED

At the February 8 work session, the City Council discussed adding additional regulations to the front yard parking ordinance as they relate to the parking of boats and other non-motorized vehicles.

The Planning Commission held a public hearing on April 5, 2016 to review a draft ordinance based on direction from the February work session. The revisions to the ordinance address:

1. Recreational vehicles to be allowed only on a driveway in the front yard and not on parking pads in all R-1 zoning districts.
2. Specifically within the R-1C district, a maximum of two recreational vehicles are allowed on the driveway.

ANALYSIS

Staff has prepared an ordinance amendment does the following:

1. Allows parking of recreational vehicles only on a driveway in the front yard in the R-1A, R-1B, R-1C and R-2 districts. No recreational vehicle parking on parking pads.
2. Specifically within the R-1C district, a maximum of two recreational vehicles are allowed on the driveway in the front yard.
3. This change would be retroactive and all properties would be required to comply with the new regulations. Existing pads in front yards used for parking of recreational vehicles would not be "grandfathered in".
4. Further defines the "front yard" for the purpose of this ordinance to define where to measure from the house to the street.
5. Added a definition of "vehicle".
6. Parking of vehicles and recreational vehicles are allowed anywhere in the side or rear yards as long as they meet setbacks. Vehicles may be parked on grass or hard surface.
7. Automobiles may continue to be parked on parking pads in the front yard.

At the public hearing, the Planning Commission raised some concerns that the ordinance may be too restrictive for those properties that have only single car garages and allowing parking only on the driveway restricts the ability to access the garage. They recommended the ordinance include an exception for those properties that contain a single car garage with a single width driveway and allow a parking pad for those lots. Staff has prepared a draft ordinance with this language included (highlighted language). If Council supports the exception,

April 25, 2016
Page 2

refinements to the language and placement in the amendment would be brought forward at the second reading of the ordinance.

RECOMMENDATION

Planning Commission: Recommends approval of the ordinance amendment with the exception for lots with single car garages. (8-0).

Attachment: Ordinance Amendment First Reading
Planning Commission Recommendation (draft)
Planning Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING PARKING
STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES IN SINGLE
FAMILY RESIDENTIAL ZONING DISTRICTS (E and R-1)**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 15, Section 10-15A-3(B)(1&2)
PERFORMANCE STANDARDS of the Inver Grove Heights City Code is hereby
amended to read as follows:

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off street parking in the E and R districts shall be on the same lot as the principal building. Required off street parking in all districts shall meet the following setback requirements:

1. Within all E and R districts, all vehicles and recreational vehicles normally owned or kept by the occupants on the premises must have a garage stall or open parking space on the same lot as the principal use served. Subject to the restrictions and prohibitions contained in this section, open parking spaces accessory to one and two-family structures may be located anywhere on the lot containing the principal structure ~~except that such~~ provided however, parking may not be located in a rear yard ~~to~~ within five feet (5') of an interior side lot line ~~and to~~ or within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located between;

1. the curb or edge of street pavement and

2. a line coincidental with the front line of the principal structure house or garage (which ever is furthest from the street) extended to the side lot lines along any street frontage.

b. Within all R-1A, R-1B, R-1C and R-2 districts, parking of vehicles ~~and/or recreational vehicles~~ excluding recreational vehicles in the front yard is allowed only on

a driveway, or parking pad that is directly contiguous to the driveway. ~~Said areas~~ A parking pad shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five (5) foot side yard setback. Within the districts listed above, parking of recreational vehicles in the front yard is allowed only on a driveway provided parking shall only occur in that portion of the driveway that is bounded by the sidewalls of the garage extended to the street. Parking of recreational vehicles on parking pads or anywhere else in the front yard is prohibited.

c. Within the R-1C district in the front yard, no more than two (2) recreational vehicles may be parked on a driveway provided parking shall only occur in that portion of the driveway that is bounded by the sidewalls of the garage extended to the street.

d. The following exceptions apply:

1) Parking of recreational vehicles shall be allowed in the front yard on the driveway or a parking pad that is contiguous and parallel to the driveway if; the lot contains a house with only a single car garage (attached or detached) no wider than ___ feet with a single width driveway leading to the garage that is bounded by the sidewalls of the garage extending to the street.

2) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30.

Section Two. Amendment. Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

RECREATIONAL VEHICLE: Any vehicle which meets the criteria for “recreation” class registration and license plate, DNR registration, or trailer registration used for conveyance of recreation vehicles as established by the Minnesota Department of Public Safety, Minnesota Department of Natural Resources, or this chapter, including, but not limited to: travel trailers, stock car trailers, livestock or horse trailers, campers, motor homes, tent trailers, vehicles converted to motor homes, snowmobiles, snowmobile trailers, boats, boat trailers, personal watercraft, watercraft as defined by MN Statute 86B.005, Subd. 18, as amended from time to time, all-terrain vehicles, and all-terrain vehicle trailers.

VEHICLE: Means vehicle as defined by MN Statute 169.011, Subd. 92, as amended from time to time.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law and from and after _____, 2016.

Passed in regular session of the City Council on the ____ day of _____, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 5, 2016
SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 16-08ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Title 10 of the City Code (Zoning Regulations) relating to restricting the parking of non-motorized vehicles to the driveway only in the front yard in single-family residential zoning districts. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Council first adopted an ordinance in November 2014 to address citizen complaints of people that were parking vehicles in front yards. The ordinance allows parking of both automobiles and recreational vehicles on either the driveway or on parking pads in the front yard. City Council is now looking to fine tune the ordinance by restricting the parking of recreational vehicles in the front yard only on the driveway of properties in the R districts. No recreational vehicle parking on parking pads will be allowed. For the purpose of this ordinance front yard is defined as the area between the street and the furthest back front line of the house or garage extended to the side lot lines. Within this area recreational vehicles are allowed to be parked only on a driveway leading up to a garage. Within the R-1C district Council also wants to allow a maximum of two recreational vehicles on the driveway in the front yard. Parking will still be allowed on the side or rear yards as long as they meet setbacks. It is the City Attorney's opinion that there would not be any existing situations that would be grandfathered in. All properties would have to comply with the current standards. Mr. Hunting advised that residents contacted staff with their concerns, one being the prominence of single-car garages in the older neighborhoods. Mr. Hunting showed an aerial of one such neighborhood which included several different parking arrangements; he asked the Planning Commission to consider such situations and how they should be handled.

Commissioner Klein commented that many of the oddball driveways were likely not in compliance with current setback requirements.

Mr. Hunting could not recall how that was dealt with a number of years ago when the issue of pavement and driveways and the different configurations was discussed.

Commissioner Niemioja asked for clarification that there was no ordinance prior to 2014 regarding this issue.

Mr. Hunting replied there was nothing that dealt with the requirements of parking in a front yard.

Commissioner Robertson asked if property owners with unique situations would have the option of requesting a variance.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked if there was a cost to request a variance.

Mr. Hunting replied there was a standard application fee of \$246.

Commissioner Robertson stated a variance application would give neighbors the opportunity to receive notice and provide comment.

Commissioner Wippermann asked if property owners would still be allowed to park recreational vehicles on the side or back of the house as long as setbacks were maintained.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked if recreational vehicles could be parked on the rear and side yards on grass rather than a paved surface.

Mr. Hunting replied in the affirmative.

Commissioner Wippermann questioned whether this ordinance went far enough, stating the outdoor storage of recreational vehicles on residential property does not enhance the appearance of a neighborhood and part of owning such a vehicle is storing it in an appropriate location, such as a storage facility.

Commissioner Robertson asked for clarification regarding parking a recreational vehicle on a parking pad or grass.

Mr. Hunting clarified that in the front yard recreational vehicles could only be parked on a driveway in the area leading up to the garage with the proposed ordinance.

Ms. Botten showed on a diagram where recreational vehicles could and could not park.

Commissioner Robertson asked if they would still have to meet setback requirements.

Mr. Hunting replied in the affirmative.

Commissioner Scales felt it would be acceptable to allow recreational vehicles to park on a parking pad in the front yard in the summer when they were being actively used; however, he agreed they should be stored elsewhere during the winter months.

Commissioner Niemioja was not a supporter of storage in the front yard, stating it could be a fast transition from someone storing a boat in the front yard, adding other items, and eventually the entire neighborhood is affected by a junky yard. She felt this ordinance would help prevent

those situations from happening as recreational vehicles kept in the driveway were in plain sight and more likely to be taken care of. Owners would probably not pay as much attention to vehicles parked off to the side and they could become unkempt. Her concern was with people who purchased a recreational vehicle in the time period between now and when the ordinance was adopted in 2014. In this instance she would argue that they could be grandfathered in because they relied on an ordinance in which the City said they had the ability to do that.

Commissioner Scales stated that enforcement of that would be almost impossible.

Commissioner Lissarrague asked what triggered this ordinance amendment.

Mr. Hunting replied that Council was receiving complaints and felt the original ordinance did not go far enough to address recreational vehicle storage in front yards.

Commissioner Lissarrague stated it would be tough to tell someone who purchased their recreational vehicle under the current ordinance that they now have to incur the cost of storing it elsewhere, but he also understood wanting to keep neighborhoods looking neat.

Opening of Public Hearing

Timothy Willett, 4511 August Way, stated the area shown on the overhead was his neighborhood. Because it was built in the 1950's many homes have single-car garages or tuck under garages. As families grew and cars were added some homeowners expanded their driveways. He stated many homeowners have a double-car driveway leading up to a single-car garage and asked if that would be considered a parking pad or a driveway. Many of his neighbors have been parking their boats and small trailers on parking pads and he was concerned that would no longer be allowed. He stated the proposed restrictions seemed excessive and he felt small boats and trailers should be exempt.

Commissioner Lissarrague asked Mr. Willet if he had the ability to park a recreational vehicle on either side of his home.

Mr. Willett replied he did not. He stated he owned a pie-shaped lot, 6,600 square feet in size. He stated his house was on a hill and it would be virtually impossible to put anything in the rear or side yards. He stated he was not a junk collector, he and his neighbors kept their driveways clean, and he felt the ordinance was going overboard. The boat and trailer sit in his driveway only in the summer.

Commissioner Gooch asked for the definition of a driveway versus a parking pad, and whether a double-car driveway going to a single-car garage would still be considered a driveway.

Mr. Hunting stated there will always be some interpretation needed, but a driveway is defined as that area leading from the street directly to a garage.

Mr. Willett pointed out there were a variety of driveway situations in his neighborhood.

Commissioner Klein stated there were also fences, hills, and trees preventing homeowners from

getting vehicles to their back yard.

Mr. Willett stated the codes were different in the '50's and consequently the homes were built close together.

Commissioner Robertson asked if a driveway starts out as a single-car driveway and then widens out, is the excess area not directly leading to the single-car garage considered a part of the driveway or a parking pad.

Commissioner Gooch stated he always envisioned a parking pad being something off to the side of a driveway rather than a straight in approach.

Mr. Willett stated most people in his neighborhood have small recreational vehicles rather than large RV's.

Commissioner Lissarrague asked Mr. Willett if he was aware of any neighbor complaints regarding recreational vehicle parking.

Mr. Willett replied he was not.

Rod Buchite, 7365 Bester Avenue, stated he has lived in the City for 23 years and was concerned about the hardship this would create for recreational vehicle parking for families where both parents have a car, as well as teenage drivers. He stated people like to keep their house looking neat so they put down a parking pad to park their vehicles on, he and his neighbors would like to be able to park beside their house, and he stated most people in his neighborhood had a boat or trailer parked beside their home, but there were covered and neat. He stated there were already laws in place to take care of junk and the best practice was for people to first talk to their neighbor about the issue and, if they are unreasonable, call the City. He stated that newer neighborhoods have built-in covenants, but older neighborhoods would have a difficult time complying with the proposed regulations. He agreed with no parking being allowed in the front yard, but felt residents should be allowed to park a reasonably sized vehicle on the side of their garage as long as it does not exceed the area pointed out in the drawing.

Commissioner Lissarrague asked Mr. Buchite what he felt was a reasonable size vehicle.

Mr. Buchite stated he would consider recreational vehicles less than 18' in length to be reasonably sized. He stated many people do not have the room on the side of their house or garage to park a vehicle without encroaching on their neighbor.

Commissioner Lissarrague asked what he would think about having a large RV parked next door to him.

Mr. Buchite replied it would not bother him as long as it was kept up.

Commissioner Lissarrague asked if the issue was with dumpy situations or neighbors who are concerned about their view being blocked by an RV.

Mr. Hunting replied the emails they received were in regard to visual concerns, upkeep of property, and views being blocked.

Commissioner Lissarrague asked if the ordinance applied to all recreational vehicles.

Mr. Hunting replied in the affirmative, adding that the Planning Commission had the option to make specific recommendations if they wanted to break it out.

Commissioner Lissarrague felt small boats could be excluded.

Commissioner Scales stated picking and choosing which vehicles were exempt seemed like a slippery slope. He would support an ordinance that allowed parking pads to be used during the summer but not for winter storage. He struggled to understand why this was an issue and questioned whether they were trying to put an ordinance in place to address a few specific properties or did they want to become a city with nothing parked in the front yards.

Commissioner Gooch agreed, stating this would not prohibit anyone from having a large boat in their driveway.

Commissioner Scales stated his concern was the definition of a driveway and how it could potentially be interpreted differently by different people.

Mr. Buchite asked Commissioners to keep in mind that there was a wide variety of people living in the City and he did not want Inver Grove Heights to become a sterile city.

Commissioner Robertson asked if it was possible to create an ordinance that addressed single-car garages differently than double-car garages as there was a challenge for single-car garage owners.

Commissioner Klein advised he did not see a lot of junky yards in the City and did not see the need for this ordinance, stating the public would likely be opposed to it as well.

Commissioner Lissarrague stated City Council initiated the discussion so they were prepared for potential public opposition.

Commissioner Klein suggested a motion be made to pass along the request without a recommendation.

Jim Laska advised he has lived in Inver Grove Heights since 1959 and is disappointed by what is happening to the City. He urged staff and Commissioners to recognize the issues and set appropriate standards that would control what is happening as a result of conspicuous consumption rather than responding to people's perceived needs.

Commissioner Lissarrague asked Mr. Laska to clarify his point.

Commissioner Klein stated Mr. Laska was saying the ordinance did not go far enough for him.

Mr. Laska stated people need to know there is a limited amount of space available for each lot and they must keep things within the context of what their lot realistically dictates.

Commissioner Lissarrague asked Mr. Laska if he was saying if a property was not large enough for a recreational vehicle it should not be there.

Mr. Laska replied in the affirmative.

Mr. Willett advised that the cities of West St. Paul, South St. Paul, and Blaine do not have any type of ordinance like this. He stated apparently they have found a way to deal with it and perhaps Inver Grove Heights could do something similar. He did not think a 16 foot boat was an eyesore.

Commissioner Gooch closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated in her opinion storing recreational vehicles in the front yard did not fit with a first tier suburb such as Inver Grove Heights. She did not think of our City as a boating community and wondered what restrictions were in place for boating communities such as Minnetonka or Prior Lake.

Commissioner Scales struggled with saying we need to look pretty as we are an inner ring suburb. He stated people on large lots like to do the same activities as people on smaller lots (i.e. fishing, boating, etc.). He did not have an issue with people having recreational vehicles in their front yard in the summertime when they are being used, but they should go away in the winter when they are being stored rather than used.

Commissioner Niemioja stated they can keep them as long as they are in the right place.

Commissioner Scales replied that some people cannot; especially those in the older neighborhoods. He stated at his previous house there was no way he could have gotten anything to his back yard; however, he still had the same things he has now (trailer, boat, etc.) and he would not want to tell someone they could not park their boat at their house. He agreed with Commissioner Klein that this amendment was not needed.

Commissioner Robertson stated she wants to respect the rights of people to store things on their property; however, unfortunately she has seen dilapidated recreational vehicles in front yards that have not been moved in several years.

Commissioner Scales stated that would be considered storage and would be an enforcement issue.

Commissioner Robertson replied that just because its rusty does not mean enforcement necessarily has to step in. She stated no matter what neighborhood people live in they have the

right to have that neighborhood look nice.

Commissioner Scales stated the people they were talking about were young families with kids and in his opinion they had the right to buy a boat to take their kids fishing and the right to have that boat sitting in their driveway.

Commissioner Niemioja stated part of owning a boat is being able to afford to store it in an appropriate place.

Commissioner Lissarrague stated apparently the City Council sees this as a problem since they initiated the request. He suggested that no campers, RV's, boats over 16 feet in length, or trailers over 8' x 5' be allowed to park in the front yard.

Commissioner Simon asked about canoes.

Commissioner Lissarrague replied generally canoes were not generally over 16 feet long.

Planning Commission Recommendation

Motion by Commissioner Lissarrague to approve the request for an ordinance amendment to Title 10 of the City Code (Zoning Regulations) relating to restricting the parking of non-motorized vehicles to the driveway only in the front yard in single-family residential zoning districts. with additional verbiage prohibiting campers, RV's, boats over 16 feet in length, and trailers over 8' x 5' from being parked in the front yard.

Commissioner Scales asked for clarification that he was suggesting no one be allowed to park a camper or RV in their front yard.

Commissioner Lissarrague replied in the affirmative.

Commissioner Gooch asked if there was a second.

Motion failed due to lack of a second.

Motion by Commissioner Klein, second by Commissioner Scales, to move the ordinance amendment to Title 10 of the City Code (Zoning Regulations) relating to restricting the parking of non-motorized vehicles to the driveway only in the front yard in single-family residential zoning districts forward to City Council without a recommendation.

Commissioner Wippermann stated he supported the idea of additional restrictions and therefore would be voting no on the motion.

Commissioner Simon asked if the motion was to make no changes to the 2014 ordinance.

Commissioner Gooch replied in the affirmative.

Motion failed (4/4 – Wippermann, Niemioja, Lissarrague, Robertson).

Motion by Commissioner Niemioja to approve an ordinance amendment to Title 10 of the City Code (Zoning Regulations) relating to restricting the parking of non-motorized vehicles to the driveway only in the front yard in single-family residential zoning districts, with the exception of grandfathering in existing parking pads on homes with single-car garages.

Commissioner Robertson asked for further clarification of what she meant by grandfathering in.

Commissioner Niemioja replied that if the owner of a home with a single-car garage had been using a parking pad to store a recreational vehicle she would grandfather that in as it would be an unreasonable burden and they have reasonably relied on the city's previous ordinance.

Commissioner Robertson asked if that would allow a family buying a home with a single-car garage to add a pad after-the-fact.

Commissioner Simon replied it would not. She asked if the motion would pertain to homes with double-car garages with pads as well.

Commissioner Niemioja replied it would not.

Mr. Hunting was concerned that this would be unenforceable as it would be difficult to know what was grandfathered in or not.

Commissioner Niemioja asked if recreational vehicles needed some kind of licensure.

Commissioner Simon asked if they would have needed a permit for the parking pad.

Mr. Hunting replied that permits have only been required for parking pads for the last couple of years. There is also the issue of what was the parking pad used for. Any vehicle, whether recreational or an automobile, is supposed to be parked on a paved parking pad so he was not sure how they would be able to define what they were trying to get to.

Commissioner Gooch asked for clarification of a parking pad versus a driveway.

Mr. Hunting replied that parking pads are specific areas connected to the driveway.

Commissioner Gooch asked about a wide driveway going towards the garage.

Mr. Hunting replied if it was wide from the property line back to the garage it would likely look at as a driveway rather than a pad.

Commissioner Gooch asked if a home with a single-car garage had a driveway that started out as a single-car driveway at the property line that widened to a two car driveway, would the wings near the garage be considered parking pads or part of the driveway.

Mr. Hunting replied those would be parking pads because they were not within the boundaries of the garage itself.

Commissioner Gooch asked for clarification regarding a circular driveway

Mr. Hunting replied that Council had a difficult time with that situation. With a circular driveway they have to look at what is the area that is going to lead you to the garage. He showed an example on the overhead and pointed out the area that would be considered the driveway and the area on which recreational vehicle parking would not be allowed.

Commissioner Scales felt they were mixing storage with use and parking. He stated in an instance like this the owner should be able to park anything anywhere on the circular driveway.

Commissioner Klein stated that is what driveways are for.

Commissioner Scales stated recreational vehicles should be moved to a proper storage area in the fall when an owner parks it for the winter. If a vehicle is stored in the wrong place it should be dealt with through enforcement; if it is parked there in the summer it is being used. He was concerned they were trying to create an ordinance for something that was not actually an issue.

Commissioner Niemioja responded that according to the emails received there was an issue. In regard to her motion, she advised that if there was an enforcement issue on a home with a single-car garage it would be up to the property owner to produce a license or proof of purchase that proves they would be grandfathered in.

Commissioner Scales questioned whether receiving only five emails from the 13,000 households in the City proved there was an issue.

Commissioner Gooch stated this does not prevent anyone from parking their RV's in their driveways; it would only inconvenience them as they would have to either keep moving them or walk around them or they may choose to park them in the street.

Commissioner Robertson asked if RV's were allowed to be parked on city streets.

Mr. Link replied that the City Council adopted regulations a few months ago which restricted parking on streets. He did not recall all the specifics, but it included not being able to park on a public street for more than 24 consecutive hours in one location and required that recreational vehicles parked on the street had to be hitched to a vehicle.

Commissioner Gooch stated another option for residents would be to park their RV on the driveway and park their automobile on the pad.

Commissioner Scales noted that owners of a home with a single-car garage would not be able to get to their garage if they had an RV parked in the driveway.

Commissioner Gooch replied they could get to their garage; they would just have to move the

RV back and forth.

Commissioner Niemioja restated her motion to approve the amendment with the exception that homes with single-car garages that already have a recreational vehicle would be grandfathered in and the responsibility to prove that they should be grandfathered in would be on the homeowner.

Commissioner Robertson asked Commissioner Niemioja if she was saying the property owner had to show proof that they bought the recreational vehicle or would it be the pad that would be grandfathered in.

Commissioner Niemioja replied the vehicle.

Commissioners Robertson and Gooch felt that would be difficult for the City to enforce.

Mr. Hunting stated the Code does not address or specify the difference between parking and storage; it would be too hard to enforce. An option would be if you have a single width driveway leading to a single-car garage you allow them either a parking pad or some other option to park their recreational vehicles.

Commissioner Robertson supported that option as installing a new pad would require a permit which would address issues such as setbacks and impervious surface maximums.

Commissioner Niemioja restated her motion to approve the amendment to the ordinance with an exception that all single car garages would be grandfathered in with their existing parking pad.

Commissioner Robertson suggested Commissioner Niemioja add verbiage allowing individuals with single-car driveways and single-car garages the option to request a permit to build a parking pad.

Commissioner Niemioja stated that verbiage was not part of her motion.

Commissioner Scales suggested allowing parking pads to be used for recreational vehicle parking, no matter what size the garage was.

Mr. Hunting stated that is how the current ordinance reads.

Commissioner Niemioja stated she did not want to include verbiage allowing for families going forward to build a new pad. She felt new homeowners would know what the limitations were and if they wanted the ability to park a recreational vehicle in the front yard they would either have to buy a house with a parking pad or larger garage, decide not to have the vehicle, or figure out some other alternative.

Commissioner Robertson seconded the motion.

Commissioner Lissarrague asked for clarification regarding grandfathering.

Commissioner Scales stated it would be difficult to enforce.

Mr. Hunting stated because you are addressing an improvement on a property staff may be able to track it. He recommended that they not address recreational vehicles and whether or not they were there prior to the ordinance, but rather he suggested if a home with a single-car garage has an existing parking pad it should be allowed to be used for any purpose.

Motion carried (5/3 - Klein, Scales, Gooch). This item goes to City Council on April 25, 2016.

Commissioner Lissarrague clarified that the grandfathering was on the property, not the homeowner.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: March 30, 2016

CASE NO.: 16-08ZA

HEARING DATE: April 5, 2016

APPLICANT AND PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Zoning Code Amendment relating to Front Yard Parking Ordinance

LOCATION: N/A

COMP PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning
Code Enforcement

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

City Council asked staff to review the recently approved front yard parking ordinance to look at how it regulated recreational vehicles in the front yard. The ordinance currently allows parking of both automobiles and recreational vehicles on either the driveway or on parking pads in the front yard. Council discussed further defining the ordinance to allow recreational vehicle parking in the front yard only on a driveway.

The City Council directed Staff to proceed with an amendment to the zoning code relating to front yard parking regulations and hold a public hearing with Planning Commission to receive their recommendation. The revisions to the ordinance are to address:

1. Recreational vehicles to be allowed only on a driveway in the front yard and not on parking pads in all R-1 zoning districts.
2. Specifically within the R-1C district, a maximum of two recreational vehicles are allowed on the driveway.

ANALYSIS

Staff has prepared an ordinance amendment to address Council's direction. The ordinance does the following:

1. Allows parking of recreational vehicles only on a driveway in the front yard in the R-1A, R-1B, R-1C and R-2 districts. No recreational vehicle parking on parking pads.
2. Specifically within the R-1C district, a maximum of two recreational vehicles are allowed on the driveway in the front yard.

3. This change would be retroactive and all properties would be required to comply with the new regulations. Existing pads in front yards used for parking of recreational vehicles would not be "grandfathered in".
4. Further defines the "front yard" for the purpose of this ordinance to define where to measure from the house to the street.
5. Added a definition of "vehicle".
6. Parking of vehicles and recreational vehicles are allowed anywhere in the side or rear yards as long as they meet setbacks. Vehicles may be parked on grass or hard surface.
7. Automobiles may continue to be parked on parking pads in the front yard.

ISSUES.

If the ordinance is amended to reflect the new changes, there are many driveways in the city that would not conform to the new requirements. When the ordinance was adopted in November, 2014, any driveway not in compliance would be required to conform to the new regulations. There were no "grandfathering" arrangements in the previous ordinance. Staff was made aware that residents, over the years, have created additional parking pads in the front yard and next to the driveway particularly in the older sections of the city where homes have only a one-car garage. Staff has included an aerial photo of one area of the city where there are numerous single car garages with single width driveways. Parking pads have been created in the front yard to park vehicles off to the side of the driveway. Planning Commission and Council need to state how they want these situations addressed.

Since this proposed amendment significantly changes the ordinance adopted in 2014, an article was published in the last issue of Insights and put on the website. Residents were encouraged to submit comments regarding the change. A total of 18 e-mails have been received up to the writing of this report. To date, more responses have been towards enacting some restrictions on parking of recreational vehicles in the front yard. A couple of residents raise the issue of creating problems for older parts of the city where the homes have only a single car garage and single lane driveway. Limiting parking to only on the driveway has the potential to impact these homes more than those with 2 or 3 car garages with wider driveways.

ALTERNATIVES

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

- A. Recommend amending the Ordinance section 10-15A-3(B) by adding the regulations allowing parking of recreational vehicles only on driveways in the front yard and that within the R-1C district, a maximum of two recreational vehicles may be parked on the driveway.
- B. Recommend no change to the ordinance.

Attachments: Draft Ordinance Amendment
Aerial Map Example of Various Driveway and Parking Pad Arrangements
Illustration of "Front Yard" Definition
Resident Response E-mails

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING PARKING
STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES IN SINGLE
FAMILY RESIDENTIAL ZONING DISTRICTS (E and R)**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 15, Section 10-15A-3(B)(1&2)
PERFORMANCE STANDARDS of the Inver Grove Heights City Code is hereby
amended to read as follows:

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off street parking in the E and R districts shall be on the same lot as the principal building. Required off street parking in all districts shall meet the following setback requirements:

1. Within all E and R districts, all vehicles and recreational vehicles normally owned or kept by the occupants on the premises must have a garage stall or open parking space on the same lot as the principal use served. Subject to the restrictions and prohibitions contained in this section, open parking spaces accessory to one and two-family structures may be located anywhere on the lot containing the principal structure ~~except that such provided however,~~ parking may not be located in a rear yard ~~to~~ within five feet (5') of an interior side lot line ~~and to~~ or within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located between;

1. the curb or edge of street pavement and

2. a line coincidental with the front line of the principal structure house or garage (which ever is furthest from the street) extended to the side lot lines along any street frontage.

b. Within all R-1A, R-1B, R-1C and R-2 districts, parking of vehicles and/or recreational vehicles excluding recreational vehicles in the front yard is allowed only on

a driveway, or parking pad that is directly contiguous to the driveway. ~~Said areas~~ A parking pad shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five (5) foot side yard setback. Within the districts listed above, parking of recreational vehicles in the front yard is allowed only on a driveway provided parking shall only occur in that portion of the driveway that is bounded by the sidewalls of the garage extended to the street. Parking of recreational vehicles on parking pads or anywhere else in the front yard is prohibited.

c. Within the R-1C district in the front yard, no more than two (2) recreational vehicles may be parked on a driveway provided parking shall only occur in that portion of the driveway that is bounded by the sidewalls of the garage extended to the street.

d. The following exceptions apply:

1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30.

Section Two. Amendment. Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

RECREATIONAL VEHICLE: Any vehicle which meets the criteria for "recreation" class registration and license plate, DNR registration, or trailer registration used for conveyance of recreation vehicles as established by the Minnesota Department of Public Safety, Minnesota Department of Natural Resources, or this chapter, including, but not limited to: travel trailers, stock car trailers, livestock or horse trailers, campers, motor homes, tent trailers, vehicles converted to motor homes, snowmobiles, snowmobile trailers, boats, boat trailers, personal watercraft, watercraft as defined by MN Statute 86B.005, Subd. 18, as amended from time to time, all-terrain vehicles, and all-terrain vehicle trailers.

VEHICLE: Means vehicle as defined by MN Statute 169.011, Subd. 92, as amended from time to time.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law and from and after _____, 2016.

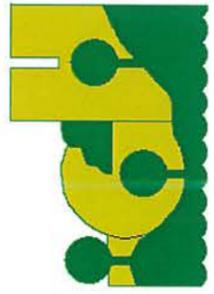
Passed in regular session of the City Council on the ____ day of _____, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser City Clerk



Location Map
Case No. XX-XXX





Illustrates Area Where no Vehicle Parking on Grass is Allowed



Allan Hunting

From: THOMAS [mahoneyt1@comcast.net]
Sent: Friday, March 11, 2016 10:41 AM
To: CityHall
Subject: non moterized vehicles

My driveway slopes down to my house. From past experience I know that if I leave my 5th wheel at that slope I will end up replacing or repairing my refrigerator. As for putting a pad along the side of driveway that would be level to park on I have another problem. When my house was built someone forgot to check property lines so my neighbors property line is under my driveway. I have made a pad out of class 5 the connects to the front of drive way that I have parked the 5th wheel on. I live in a court.

8555 ann marie trail
651 450 0015
Thomas M Mahoney

Allan Hunting

From: sharonmanthe@comcast.net
Sent: Monday, March 21, 2016 2:21 PM
To: CityHall
Subject: Proposed Front Yard Parking Restrictions in IGH

Good afternoon,

My name is Sharon I am a 13+ year resident of IGH. I would like to voice my opinion against changing the restrictions for regulating where recreational vehicles can be parked. I do not feel it is necessary to change the ordinances. Currently, my husband and I utilize a rocked parking pad next to our garage that is connected to our driveway to park our camper and boat. It would be a major inconvenience to have to store these items on the driveway only.

I understand that there might be some residents who would be in favor of changing these ordinances, but I would guess these residents do not own boats, campers, trailers, etc., or they have neighbors who clearly abuse their right to store their recreational vehicles in a proper manner. A short drive through IGH tells us that there are many residents utilizing parking pads and are in compliance with the current ordinances and who would not like to be punished for the few residents who've chosen to turn their yards into a junkyard.

Thank you for your considerations.
Sharon

Allan Hunting

From: Manthe, Rose [rose.manthe@krausanderson.com]
Sent: Monday, March 21, 2016 8:33 PM
To: CityHall
Subject: Proposed Front Yard Parking Restrictions - comments

I would like to see the current parking of recreational vehicles rules remain and not be changed. Changing this rule to only allow 2 recreational type vehicles on the driveway will discourage younger families from moving into Inver Grove Heights and ultimately decrease the value of our homes. Residents who are active campers, hikers, winter snowmobiling, fishing.. are going to have trailers, boats, campers, etc. Minnesotans are active summer and winter outdoor people... We have enough government telling us what we cannot do. Leave this one alone. Keep the vehicles parked off the streets and in the driveways and parking pads of the residence.

Thank you,

Rose Manthe
7359 Cleve Ave E
Inver Grove Heights, MN 55076

IMPORTANT NOTICE:

This message is intended for the use of the person(s) to whom it is addressed. It may contain information which is privileged and confidential within the meaning of applicable law. Accordingly dissemination, distribution, copying or other use of this message or any of this contents by any person other than the Intended Recipient may constitute a breach of civil or criminal law and is strictly prohibited. If you are not the Intended Recipient, please contact the sender as soon as possible. All information or opinions expressed in this message and/or any attachments are those of the author, and are not necessarily those of our organization. All reasonable precautions have been taken to ensure no viruses are present in this E-mail. As our organization accepts no responsibility for loss or damage arising from the use of this E-mail or attachments, we recommend that you subject these to your virus checking procedures prior to opening.

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Allan Hunting

From: TIMOTHY [redsage56@comcast.net]
Sent: Thursday, March 17, 2016 7:41 PM
To: CityHall
Subject: parking restrictions
Attachments: IMG_0740.jpg

City Council,

I am adamantly opposed to any changes that are being considered regarding parking of non-motorized vehicles.

This would put a unnecessary burden on those of us with single car garages or smaller lots, let me explain.

I live in an older well kept area of Inver Grove where most of the homes were built in the 50s and 60s with single car attached or tuck-under garages. When families went from 1 car to 2 and 3 cars per family, people who could not add on to the garage began widening there driveways or adding "siders" to accommodate their cars, boats, etc. After all these years are these double-wide driveways going into single car garages to be considered as parking pads? If we cant move our boats and trailers into our backyards were do we park them?

You just change the rules two years ago and now because of a few problem areas you think you have your saddling the rest of us with a burden, look at the photo attachment I have sent, under your proposal would this be a violation? This in my opinion creates more problems than it solves.

I checked with the City of W.S.P and S.S.P., neither of them have any type of restriction such as your proposing. Maybe you could look into a size restriction on non-motorized vehicles and grandfathering older single car garages.

Minnesota has the highest amount of boat ownership per capita than any other state in the nation, the state gains millions of dollars in revenue from sportsman.

Lets keep I.G.H. boat and trailer friendly.

Thanks,

T.W.Willett

Allan Hunting

From: Billy Manthe [jorad206@gmail.com]
Sent: Tuesday, March 22, 2016 4:50 PM
To: CityHall
Subject: Parking Restriction Proposed

I do not believe punishing and hurting the ones that park and store recreational type vehicles in a manner that is not an "eye soar" to the public should be punished. These houses were built in a time when people didn't have boats, campers, and trailers. Instead people would rent resorts that provided boats and motors, or had recreational vehicles for rent, and the average household only had one car that was shared.

Sure there are some "eye soars" out there (people who don't cover, park neat, or clutter there driveway/side yard), but you just learn to deal with it, or maybe the city could come up with guide lines for parking recreational type vehicles outside or in there yard, or relax the setbacks and codes so that people can add on to or build a bigger building to park recreational type vehicles inside.

I live on a corner lot and all of my side yard is unusable, I can't even put up a fence so that I can let my dogs use it because of the STUPID setback that I have to follow.

BOTTOM LINE either come up with some guide lines that people have to follow to park recreational type vehicles outside (IE: no LOSE tarps, park neat, clean, etc.) or don't change a thing.

Allan Hunting

From: Mattaini, Carrie [carrie.mattaini@pearson.com]
Sent: Saturday, March 05, 2016 3:49 PM
To: CityHall
Subject: Parking of Non-Motorized Vehicles

Greetings!

In response to your recent newsletter regarding parking on non-motorized vehicles I support your decision. In fact, I wish we would ban all parking of non-motorized vehicles all together. It devalues our properties.

Thanks,

Carrie

[Carrie L. Mattaini](#)

Allan Hunting

From: Georgia Mueller [georgia.mueller@gmail.com]
Sent: Thursday, March 03, 2016 2:42 PM
To: CityHall
Subject: Parking of Non-Motorized Vehicles

I think this should be prohibited as it makes our community look like a 'junk-yard'! You do not see this permitted in the Edina, Woodbury, etc. communities. As an alternative for owners of items that need parking, perhaps a large lot could be made available for these types of items....they do that in other parts of the country so these things cannot be parked in neighborhoods. Just offering a solution to the eyesores that these vehicles create.

G. Mueller

Allan Hunting

From: Mandell, Paul (CAAPB) [paul.mandell@state.mn.us]
Sent: Wednesday, March 02, 2016 2:09 PM
To: CityHall
Subject: parking requirements

I think it's most important that we enforce a line of sight, meaning that things like an RV with height and bulk should be kept back far enough from the road and right-of-way to prevent blocking sight lines needed for viewing oncoming traffic when a neighbor is backing out of their own driveway. In addition, I think it's important that any house with extra vehicles in the driveway on a regular basis have an address clearly visible on the property or the house so that any emergency vehicles can easily locate a particular address.

Paul Mandell, 8320 Cleadis Ave, Inver Grove Heights, MN 55076

Allan Hunting

From: Heather Mickelson [adeepskillset@msn.com]
Sent: Monday, March 21, 2016 2:42 PM
To: CityHall; Anthony Mickelson
Subject: New Front Yard Parking Restrictions of Non-Motorized Vehicles

Dear Sir or Madam:

I think there does need to be parking restrictions and if there are parking restrictions that they be enforced!

We live in at 7413 Cloman Way and I do think it needs to be restricted.

There are rules and permits on several items when homeowners what to do something.

If a homeowner wants put up a fence they need permission, need to pay for variance (several hundred dollars), present to the board and it still could be denied.

You want to add a shed or do any work to the home you need to seek the city's permission.

With vehicles or items owned by homeowner it seems okay to leave those items anywhere and park those vehicles anywhere.

I live on the corner lot and have a beautiful yard but when I lookout my huge living room window the home on the corner (across from me/diagonal) of 73rd...the corner right across from my house has 6-7 vehicles parked, a motor home, a boat, and several large items or garbage. His driveway, side of his house and front yard is a huge eye sore. It makes the neighborhood look cheap and dirty.

Also the house on 75th Street past the church and at the 4 way stop there fence is an eye sore and all the junk and vehicles in there yard.

The city is sure strong and pushy on fences, permits, and other items but when it comes to vehicles motorized or not they can be wherever.

On 75th Street this house has this huge boat. I mean it is a boat for the river. He has a pad in his front yard but when his boat is there you cannot see the front of his house. Your view is the boat.

There are no regulations and if there are they are not being followed because no one is pressing the issue. No one is enforcing the rules!

We found this out when we came forward to build a fence and get the permit needed. I would have to look back at my husbands notes but at least 10 houses with fences around us never got a permit to build those fences or the okay to do so. There are no permits on file. But no one ever checked or enforced that they have to get the permit!

But we go to the city have to pay the \$250 to even be heard, go to several meetings, and pay a fee for the permit to build!

Makes no sense.

Heather

Allan Hunting

From: Erin- Important [metzger.erin@gmail.com]
Sent: Saturday, March 05, 2016 9:52 AM
To: CityHall
Subject: Front yard recreational vehicle proposal for IGH

Dear City Hall,

In a residential driveway there is no need for more than 2 recreational vehicles. Inver Grove Heights is becoming more populated and is no longer a bunch of farmland. The yards are getting closer and closer together which means the condition/appearance of your yard effects your neighbors. In order to keep our neighborhood classy, please pass this parking restriction proposal.

Thank you,
Erin
Sent from my iPhone

Allan Hunting

From: Michael Jung [majung@mmm.com]
Sent: Wednesday, March 02, 2016 6:06 PM
To: CityHall
Subject: Front Yard Parking

I have multiple brothers, sisters and family living around the metro area. Inver Grove Heights is the only community that I'm aware of that allows any form of non-vehicle parking in the front yard or driveway. Nothing parallel to the front sides of the house. It's so unsightly, and there are a number of people in my surrounding neighborhood that have large boats on trailers and big RV's always parked front center. What a wonderful view for all the neighbors.

This policy make IGH look low class as compared to surrounding neighborhoods. Let's establish rules that not any type of non-vehicles (car, suv, pick-up, etc.) can be parked beyond front of house. Then we won't look 3d class or need on grass or off-grass policy's.

Mike Jung
8170 Corey Path
IGH

Allan Hunting

From: David Barclay [dkbarclay972@gmail.com]
Sent: Wednesday, March 09, 2016 6:16 PM
To: CityHall
Subject: Front Yard Parking

I agree with the proposed changes of not parking recreational vehicles in the front yard in IGH and hope you pass them. I do know of one instance where a motor home is parked in the front yard of a residence all Winter.

David Barclay

Sent from my iPad

Allan Hunting

From: Mike Gamlen [mkgamlen@comcast.net]
Sent: Thursday, March 03, 2016 6:39 PM
To: CityHall
Subject: Rule changes for Parking of Non-Motorized Vehicles

I support a change in the rules that restricts parking of boats, trailers and non-motorized vehicles to the driveway only.

Further, I would like to see the city take a more active part in enforcing rules. I don't care to call and report my neighbors, which is what some of the rules require in order for the city to address problems.

Sincerely,
Kathy Gamlen

Allan Hunting

From: Kim M Jung [kim.m.jung@seagate.com]
Sent: Thursday, March 03, 2016 9:49 AM
To: CityHall
Subject: Regarding policy that allows people to park their bit items in their front yard.

I would like to see IGH come up with a policy that does not allow people to park their big RV's, boats or whatever in their front yard. We have many in our neighborhood and it looks trashy. We don't want Inver Grove to look like a low class city. Require people to park their large recreational vehicles behind the front of their house.

--

Kim M. Jung
Administrative Assistant
RHO Quality Systems
Seagate Technology
7801 Computer Ave So NRW104
Bloomington, MN 55435
Direct (952) 402-8628
Cell (651) 276-6989
Fax (952) 402-1328

Allan Hunting

From: Dawn Santo [dsanto20@charter.net]
Sent: Friday, February 26, 2016 3:55 PM
To: CityHall
Subject: recreational parking

I agree with the limit to parking only on driveway or parking pad, with limit of no more than 2 recreational vehicles.

Allan Hunting

From: Cornell [cornell3210@yahoo.com]
Sent: Tuesday, March 15, 2016 7:58 PM
To: CityHall
Subject: Please restrict parking to driveways only

I encourage you to support parking restrictions allowing parking of non-motorized vehicles on the driveway only. Vehicles parked on grass areas in front, side, and back of houses are unsightly to neighbors. For example, when we look out our back door, we should not have to see our neighbor's RV trailer.

Thank you,

Cornell Chun
7325 Bancroft Way
Inver Grove Heights, MN 55077

Allan Hunting

From: TJ Johnson [bogeyman@q.com]
Sent: Sunday, March 20, 2016 9:10 PM
To: CityHall
Subject: Parking Restrictions

I support enacting parking restrictions for non-motorized vehicles such as boats, trailers, campers, and all recreational vehicles, even those with motors. The last group would be motorcycles, snowmobiles, motor homes, etc. I also feel that parking any of these on the driveway should also be restricted to short time periods (24 hours?), maybe for the purpose of cleaning, loading, or unloading. I have seen communities allow the parking of vehicles on parking pads along side or behind the home, and not allow them to go past the front corner of the home. This seems to improve the general appearance of the neighborhood. However, there are local businesses that are built for storage of vehicles like the ones that we are discussing. We also have marinas in our communities that easily could handle the storage of large boats. In my opinion, this last option would be the best.

Thank you,

Tom Johnson
651-457-9859

Allan Hunting

From: pathurt1@comcast.net
Sent: Wednesday, March 02, 2016 3:43 PM
To: CityHall
Subject: Parking of non-motorized vehicles

Dear IGH,

After reading the Insights flyer, I have more questions than comments.

Would the changes only apply to the front yard?

Does the back yard or side yard not have rules?

Regarding "non-motorized vehicles", does this mean my boat with a motor has different rules or no rules?

I have a boat with a motor that lives in the garage during the summer and currently lives at my brother's acreage during the winter. If I wanted to store it in my side yard over the winter, would that be acceptable?

Thanks,
Patrick Hurt
7915 Claiborne Ln
IGH

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2040 COMPREHENSIVE PLAN REQUEST FOR PROPOSAL

Meeting Date: April 25, 2016
Item Type: Regular Session
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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PURPOSE/ACTION REQUESTED

The City Council is to consider 1) approval of the draft "Request for Proposal for the Comprehensive Plan Update", and 2) direction to staff to distribute the Request for Proposals (RFP).

BACKGROUND

As identified in Minnesota Statutes, the Metropolitan Council requires municipalities to complete an update of its comprehensive plan by December, 2018. The first step in the process is to prepare a request for proposal and select a planning consultant to assist the City in preparing the update.

ANALYSIS

At its last work session, the City Council decided to request select planning firms to submit proposals. The attached Request for Proposal outlines the consultant's responsibilities and scope of work for updating the Comprehensive Plan. The document also includes a brief schedule, a list of information to be provided with the proposal, and the process and criteria for selecting the consultant. Two exhibits are attached for informational purposes. The first exhibit identifies the major city issues to be addressed in the update. The second exhibit is a list of past studies which could possibly be used to prepare the update.

The RFP is similar to the draft that the City Council reviewed at its last meeting. Additional information has been added to propose working on the Northwest Area analysis simultaneously with the overall city wide analysis.

RECOMMENDATION

Staff recommends that the City Council approve the enclosed Request for Proposal and direct staff to distribute it.

Attachments: Request for Proposal
List of Select Planning Consultants

CITY OF INVER GROVE HEIGHTS

REQUEST FOR PROPOSALS

COMPREHENSIVE PLAN UPDATE

March, 2016

CITY OF INVER GROVE HEIGHTS
REQUEST FOR PROPOSALS

COMPREHENSIVE PLAN UPDATE

INTRODUCTION

The City of Inver Grove Heights is accepting proposals from select consultant firms for an update of its Comprehensive Plan.

Inver Grove Heights is a community of approximately 30 square miles located south of the City of St. Paul. The City has a population of approximately 35,000 and has consistently maintained a moderate growth rate. The City has the potential to see rapid levels of growth in the Northwest Area. Approximately 60% of the City lies within the MUSA, primarily in the north half of the City. The southern part of the City, which consists of 2-1/2 and 5-acre estate residential lots, will not be provided sanitary sewer.

MAJOR RESPONSIBILITIES

Major responsibilities of the consultant firm will include:

- Prepare a Comprehensive Plan Update, as further outlined below.
- Develop and maintain effective relationships with the Metropolitan Council, including early identification of issues and communications with the agency throughout the Comprehensive Plan Update process.
- Attend public meetings to develop the Comprehensive Plan Update, including regular and work session Planning Commission meetings, regular and work session City Council meetings, joint Council/Planning Commission meetings, Park and Recreation Commission, Housing Committee, Environmental Commission and Airport Relations Commission meetings, and meetings to obtain public input, such as neighborhood meetings and open houses.
- Conduct regular meetings with City staff for purposes of coordination, consultation, and input.
- Assemble and coordinate a team of necessary consultants, such as traffic engineers, civil engineers and market analysts.

- Submit Comprehensive Plan Update application to Metropolitan Council and see entire review process through Metropolitan Council approval.

SCOPE OF WORK

The consultant firm will be responsible for assuring that the Comprehensive Plan Update complies with Minnesota Statutes and the Metropolitan Council guidelines, including all the requirements contained in the Local Planning Handbook and the System Statement.

The work will include performing research and analysis, conducting public meetings, developing goals and policies, preparing alternative plans and final plans, and recommending measures to implement the plan.

The work will include, as a minimum, the review, update, and/or analysis of the following sections of the Comprehensive Plan:

INTRODUCTION

- Analyze and update Vision and Guiding Principles
- Incorporate the City's principles of "Ethics, Excellence and Engagement"

LAND USE analyze and update:

- Forecasts and Community Designation
- Existing and Future demographics
- Existing and Future Market Analyses
- Existing Land Use
- Future Land Use – analyze and update, especially in Northwest Area. Incorporate Concord Redevelopment Study and subsequent implementation activities
- Density Calculations
- Staged Development and Redevelopment
- Natural Resources
- Special Resource Protection

ECONOMIC DEVELOPMENT

- Create a strategic plan for the City's Economic Development Authority to be incorporated into the Comprehensive Plan. An assessment of retail, office, and industrial markets will be required of the consultant to fuel discussion of economic development and land use policy and strategies

TRANSPORTATION analyze and update:

- Transportation Analysis Zones
- Roadways

- Transit
- Bicycling and Walking
- Aviation
- Freight
- Healthy Environment

WATER RESOURCES analyze and update:

Waste Water and Comprehensive Sewer Plan

Water Resources Management Plan

- Update the existing plan to meet all of the minimum requirements listed by the Metropolitan Council. These include the requirements under the Minnesota Rules Chapter 8410 and Minnesota Statute 103B.235. The plan must be approved by the Eagan-Inver Grove Heights Watershed Management Organization and the Lower Mississippi River Watershed Management Organization.

- Anticipated Meetings
 - Four with City staff (kick-off and draft reviews)
 - One open house for public input
 - One each with the two WMO Boards
 - Two with City Council (study meeting and regular meeting)
- Anticipated Deliverables
 - Draft plan for staff review
 - Open house displays/presentation
 - Draft plan for submission (electronic) to WMOs and Met Council
 - Final plan for City Council approval (ten hard copies and an electronic version formatted for ease of use on City website)
 - Content (as required by Met Council) for inclusion in the Comprehensive Plan, in the same format as that plan
- Possible Alternative Item
 - Model the South Grove, Skyline Village, Simley Lake, Babcock Trail, and Eagan (SW) Subwatersheds using PC-SWMM and NOAA Atlas 14, Volume 8

Water Supply Plan

- Update the existing water supply plan to meet the minimum requirements listed by the Metropolitan Council, and complete and submit the DNR/Met Council water supply plan template through MPARS

- Anticipated Meetings
 - Four with City staff (kick-off and draft reviews)
 - Two with City Council (study meeting and regular meeting)
- Anticipated Deliverables
 - Draft plan for staff review
 - Completed template for MPARS submission
 - Final plan for City Council approval (ten hard copies and electronic version)
 - Content (as required by Met Council) for inclusion in the Comprehensive Plan, in the same format as that plan

PARKS AND TRAILS analyze and update:

- Regional Parks and Trails
- Local Parks and Trails

HOUSING analyze and update:

- Existing Housing Needs
- Projected Housing Needs
- Implementation Plan

CRITICAL AREA PLAN analyze and update:

- Strategies – update to conform to 2014 MRCCA Plan

IMPLEMENTATION

- Prepare Implementation Plan

PROJECT SCHEDULE

It is desirable to complete the Northwest Area analysis and update in 2017, if reasonably possible. It is anticipated that the full Comprehensive Plan Update will be completed and submitted to adjacent municipalities and other agencies for their six month review by March 1, but no later than May 1, 2018. This will allow time to respond to comments before submittal to the Metropolitan Council by December 31, 2018.

WRITTEN PROPOSAL

- A. **Project Approach** – The proposal should reflect the consultant firm’s understanding of the requirements of the project and address how the scope of work is to be accomplished, including the process and the product. The approach should discuss the roles of the City Council, Commissions, staff and public in preparing the Comprehensive Plan Update.

The approach should include three alternatives for providing public participation. These alternatives should represent different levels of involvement, complexity, and costs. Examples of possible alternatives include, but not be limited to; formal public hearings, neighborhood meetings/open houses, and other means of technology for public input such as surveys, electronic communication, webinars, and social media for alternative approaches to public participation.

The proposal should address the major City issues, as described in Exhibit A. The proposal should also make use of current and recent planning and engineering studies and data available, as listed in Exhibit B. This will assure consistency with past studies and decisions and provide for efficiencies and cost effectiveness.

- B. Project Personnel – The proposal should contain the names of the firm’s assigned personnel with key responsibilities for the work and the description of their roles and duties. An organizational chart should be included which delineates responsibilities and lines of authority and communication. The proposal should also contain biographical resumes of these individuals with emphasis on their involvement and responsibilities with other comprehensive plan updates. In proposing staff, the contractor/consultant should note the content expertise and experience of the staff member who is a part of the team for assembly and participation.
- C. Relative Experience – The proposal should discuss the firm’s experience and assigned personnel’s experience with other comprehensive plan updates in the Minneapolis/St. Paul metropolitan area. Relative experience should include current knowledge of and recent experience with the Metropolitan Council.
- D. Performance – The proposal should describe the firm’s resources, including size of firm, current work load, other key commitments the contractor/consultant has, including other Comprehensive Plans for other cities, and ability and willingness to commit key personnel.
- E. List of Private Clients – The proposal should list contracts which the firm has or has had in the last five years with property and business owners and developers in Inver Grove Heights. The proposal should also state whether the firm has or has had any contracts with the Metropolitan Council in the last five years.
- F. References – The proposal should contain references and dates of other comprehensive plans and comprehensive plan updates performed or being performed by the firm.

- G. Schedule – The proposal should include a detailed schedule of tasks to be performed within the schedule outlined above. This schedule should include the anticipated number of public meetings and the anticipated number and regularity of meetings with City staff and Metropolitan Council staff.
- H. Costs – The proposal should include a “not to exceed” cost for the project and a schedule of billing rates for individuals involved.

Costs should be separately provided for each of the tasks. Costs for each of the public input alternatives should also be separately provided.

- I. Issuance of RFP and award process – Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.
- J. Disclosure – All information in a proposal, except fee analysis, is subject to disclosure under the provisions of Minnesota Statute Chapter 13 “Minnesota Government Data Practices Act”.
- K. Cost Liability – The City of Inver Grove Heights assumes no responsibility or liability for costs incurred by the consultant prior to signing of a contract for this project. Total liability of the City of Inver Grove Heights is limited to the terms and conditions of this agreement.
- L. Submittal – 8 paper copies and one electronic copy of the proposal should be addressed to Allan Hunting, City Planner. The proposal should be received no later than 4:00 p.m. on May 31, 2016.

Proposals are to be addressed to:

Allan Hunting
City Planner
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Proposals are due May 31, 2016. An informational meeting will be conducted on May 17, 2016 at City Hall to answer questions and provided additional information. Questions regarding this Request For Proposal can be submitted by e-mail to Allan Hunting at ahunting@invergroveheights.org prior to that informational meeting.

SELECTION OF CONSULTANT

- A. Process and Schedule – City staff will review the proposals and forward them to the City Council. The City Council will review the proposals and may interview the firms.

Final selection of the planning consultant firm is expected to be August 22, 2016.

- B. Evaluation Criteria – Proposals will be evaluated on the following criteria:

- Conciseness, clarity, and organization of the proposal
- Relevance and suitability of the project approach
- Qualifications and expertise of the key personnel to be assigned
- Experience of both firm and project team with comprehensive plans and comprehensive plan updates
- Working knowledge of and recent experience with the Metropolitan Council
- Demonstrated ability to perform the comprehensive plan update in a timely and cost effective manner
- Familiarity with recent Inver Grove Heights planning and engineering studies and incorporation of such studies into the proposal
- Familiarity with major City issues
- Project costs
- Potential conflicts with private clients in the City and with the Metropolitan Council
- Ability to work as a team with City Council, Commissions, staff, and other City consultants
- Ability to interact positively and effectively with the general public
- Innovation and creativity

EXHIBIT A

MAJOR CITY ISSUES

NORTHWEST AREA

The Northwest Area consists of approximately five square miles located along Interstate 494, State Highway 3 (Robert Trail), and State Highway 55. The area has been the subject of extensive study and analysis since 1998. The City began construction of trunk sewer and water lines in 2008 as well as approving the first development proposals in the Northwest Area. Single family residential development continues to be the primary land use being developed in the area with the addition of three single family developments being approved in 2014 with construction beginning in 2015. Three other single family developments have been approved and will begin construction in late 2016. The City has recently begun construction of additional trunk sewer and water which will continue through 2016 and 2017. It is anticipated that a steady level of residential development activity will continue into the coming years.

The City adopted a different development design in the Northwest Area than has been experienced elsewhere in the City. The development design utilizes principles of clustered housing and conservation design to 1) provide for an alternative stormwater infrastructure system that relies on ponding and infiltration, 2) protect unique and high quality natural resources, and 3) encourage significant open space.

The City expects that the Northwest Area will require considerable effort to update the land use plan, including:

- Development of a base map of existing development, physical features, and improvements
- Determination of developable acreage
- Analysis of densities and intensities of planned development and their impact on Metropolitan Council requirements and the City's financing of utility extensions
- Provide for a reasonable amount of commercial development
- Respond to market demands
- Engage property owners and developers

CONCORD BOULEVARD NEIGHBORHOOD

The City adopted a new Concord Boulevard Neighborhood Plan in 2012. The plan anticipates a mix of housing along Concord Boulevard, continuation of park expansion and improvements around the Heritage Village Park area and redevelopment of underutilized existing industrial and commercial areas.

A number of public improvements have occurred in recent years including; reconstruction of Concord Boulevard, a regional trail has been constructed connecting the project area to St. Paul and Hastings, the Rock Island swing bridge has been closed, preserved and restored as a public pier, a new swing bridge park area adjacent to the pier has been constructed with a county trail head including a parking lot and pavilion, a number of properties have been acquired following environmental assessment and investigation.

The Comprehensive Plan Update should include a review of the Concord Plan and incorporate the plan into the new update, including implementation activities.

DENSITY AND AFFORDABLE HOUSING

Development in the Northwest Area was anticipated to be a mix of housing styles and densities. To date, development has consisted primarily of single family detached housing. A challenge for the City is achieve overall density requirements, a mix of housing types and provide for land use densities that could accommodate affordable housing options throughout the City, but particularly in the Northwest Area.

FUTURE INTERCHANGE AT I-494 AND ARGENTA TRAIL

Road studies conducted by Dakota County and Inver Grove Heights suggest a future interchange is needed at I-494 to accommodate future traffic demands. A future Argenta Trail (Co Rd 63) is planned as a primary north-south route through Dakota County. The challenge for the City is provide rationale for need to move this idea forward.

PARKS AND TRAILS

The City is struggling with funding sources to sustain and maintain the existing park and trail improvements throughout the City. Some input should be gathered from the community to gain feedback/support on the existing park and trail system and how they may want the system to change or stay the same based on how future funding for the park system is arranged.

EXHIBIT B

RECENT AND CURRENT PLANNING AND ENGINEERING STUDIES

General Information:

- Inver Grove Heights Comprehensive Plan 2030
- Inver Grove Heights Comprehensive Plan 2030 Technical Appendices
- Comprehensive Housing Needs Assessment for Dakota County, 2013, prepared for the Dakota County Community Development Agency by Maxfield Research Inc.
- Urban Land Institute Minnesota, Opportunity City Program Summary Report for the City of Inver Grove Heights, July 2014.
- Northwest Expansion Area Final Alternative Urban Areawide Review (AUAR), January 2006, prepared by Bonestroo Rosene Anderlik & Associates (latest update June, 2014).
- Concord Boulevard Neighborhood Plan, Inver Grove Heights, HKGi, 12/2012
- Heritage Village Park Master Plan, Brauer & Associates, LTD.

Roadway Network:

- A level E review of a proposed interchange at I-494 and the future Argenta Trail has been approved by Mn/DOT.
- The City of IGH completed the 2010 Regional Roadway Visioning Study for northeast Eagan and northwest Inver Grove Heights.
- The City of IGH completed the Northwest Area Collector Street Plan, dated May 2012.
- The City and Dakota County conducted a 2014 feasibility study for the Argenta Trail (CSAH 63) Corridor from Trunk Highway 55 (TH 55) to 70th Street (CSAH 26), which will consider at-grade intersection improvements and a potential future interchange at Argenta Trail and TH 55. A review has also been conducted to 65th Street.

- City Project No. 2009-01 Trunk Highway 3 and Amana Trail/proposed 80th Street Roundabout was completed.
- City Project No. 2010-41 Trunk Highway 3 Right Turn Lane - Argenta Hills 2nd Addition was completed.
- The City and Dakota County have conducted a 2016 Pine Bend Bluffs Transportation Study in the vicinity of 117th Street, Akron Avenue, Rich Valley Boulevard and Cliff Road.
- Dakota County is currently doing a study on 70th Street from the City limits east to Babcock Trail.

Sanitary Sewer System:

- The City of IGH constructed trunk sewer facilities in City Project No. 2003-15 NW Area Trunk Utility Improvements, Project No. 2003-15A NW Area Lift Station R-9.1, Argenta Hills – Amana Trail Trunk Utilities, Argenta Hills 8th Addition, and Inver Glen Senior Housing projects.
- A Preliminary Engineering Report has been prepared for trunk sanitary sewer facilities in City Project No. 2014-13 NW Area Trunk Utilities – Argenta District.
- The City has constructed City Project Nos. 2015-10 and 2015-11 to provide sewers in the Argenta District of the Northwest Area. City Project Nos. 2015-13 and 2015-16 will extend trunk sewers further into the Northwest Area – Argenta District in 2016.

Municipal Water System

- The City of IGH constructed trunk sewer and watermain facilities in City Project No. 2003-15 NW Area Trunk Utility Improvements, Argenta Hills – Amana Trail Trunk Utilities, Argenta Hills 8th Addition, and Inver Glen Senior Housing projects.
- A Preliminary Engineering Report has been prepared for trunk watermain facilities in City Project No. 2014-13 NW Area Trunk Utilities – Argenta District.
- In 2013, the City constructed Project No. 2006-18 Asher Water Tower Replacement.
- The City has constructed trunk water mains with City Project Nos. 2015-10 and 2015-11 into the Argenta District of the Northwest Area. Additional trunk improvements are to be constructed in 2016 in the Argenta District

with City Project Nos. 2015-12, 2015-13, 2015-16, and the Blackstone Ridge Development.

Stormwater System:

- The City of IGH utilizes the following documents for NArea storm water guidance:
 - NW Area Stormwater Manual was adopted on May 29, 2007.
 - The Second Generation Water Resources Management Plan adopted on December 8, 2008. The plan has been updated in 2014 to the 3rd Generation Plan.
 - The 3rd Generation Lower Mississippi River Watershed Management Plan prepared in August 2011 and modified in 2015 to include portions of Mendota Heights.
 - The NW Area Regional Basin Map and Storm Water Model prepared on March 1, 2011. The map and storm water model are being updated in 2014. Updates to the map and model will be a required condition of approval for developments.
 - Dakota County Soil and Water Conservation District (DCSWCD) Low Impact Design (LID) Standards are applicable for filtration and infiltration best management practices. The current LID standards may be found on the DCSWCD website.
- March 17, 2014, the City's MS4 General Permit coverage was extended, reauthorizing the new permit. The City will meet requirements of the new permit from the date permit coverage was extended.
- The Gun Club Lake Watershed Management Organization (GCLWMO) was disbanded and the Eagan-Inver Grove Heights Watershed Management Organization (EIGHWMO) was created in 2014.
- Atlas 14, published in 2013, is the most current frequency and duration storm water information at the time of this AUAR update. The NW Area storm water management plan will be updated to incorporate Atlas 14 data as published by the National Oceanic and Atmospheric Administration (NOAA) for the 2-, 10-, and 100-year rainfall events and the 100-year critical volume (10-day snow melt) for development storm water management plans and landlocked basins.
- The City has 873 storm water features such as lakes, wetlands and landlocked water basins in the community.

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Update Concerning Discussion with Low Bidder to Identify Quantity Reductions for the Purpose of Reducing the Cost for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

Meeting Date: April 25, 2016
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450-2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

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

PURPOSE/ACTION REQUESTED

Update concerning discussion with low bidder to identify quantity reductions for the purpose of reducing the cost for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

SUMMARY

Bids for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail) were opened on April 1, 2016. The bid of the lowest responsible bidder, Park Construction Company, was too high to meet the City's goal to cap the assessments at \$7,500 for single-family properties and assess a minimum of twenty percent (20%) of the total project costs per MS 429. At the April 11 regular meeting, Council authorized staff to discuss potential cost saving measures for the project with Park Construction Company in preparation for the scheduled assessment hearing and potential bid award for the project on May 9, 2016.

On April 11, 2016, City staff met with Park Construction Company and presented quantity adjustments to the project that would reduce estimated project costs by approximately \$118,000. On April 15, 2016, Park Construction Company concurred in writing that they agree with the proposed changes.

The quantity adjustments were accomplished without affecting the integrity of the project by:

- Eliminating raingardens
- Selectively reducing some storm sewer and drain tile
- Reducing allowances (storm water management, decorative driveway, and traffic control)
- Removing the field office
- Correction of curb and gutter quantity

One of the important cost reductions involves the cost to restore private facilities (irrigation systems, buried pet fence, landscaping), in the boulevard area. In past projects, the cost to replace these items was included in the project cost. Other cities' policies range from covering the entire replacement cost to making it a property owner responsibility. Given the funding challenges for this project, and the City's larger funding issue for Pavement Management, staff recommends that from this time forward, the cost of replacement of private items in the public right-of-way be the responsibility of the property owner.

In order for the project to meet the identified budget, for a total project cost of \$2,122,000, we will need to manage the indirect costs to no more than twenty-eight percent (28%) and construction contingency costs to no more than six percent (6%). In addition, staff will be working closely with the contractor to manage project quantities and minimize cost overruns (change orders). In order to accomplish this, disturbance areas for boulevards and driveways will be limited to the minimum that is necessary.

This information will be shared with the property owners at the April 28, 2016 information meeting. While staff believes that the proposed quantity adjustments are feasible, this project will require weekly cost monitoring to insure the project cost does not exceed \$2,122,000 (the amount used as the basis for the proposed \$7,500 per single-family parcel assessment). Due to these unique circumstances, staff will likely recommend no contract award if we receive any objections to the proposed assessment.

SWD/kf