

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, October 22, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Inver Grove Heights Days Scholarship Recipients

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 October 1, 2018 Work Session Meeting Minutes

ii. Minutes of October 8, 2018 City Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending October 17, 2018

C. Set the Canvass Meeting date for November 9, 2018

D. Consider Inver Grove Heights CVB 2018 Work Plan and Budget

E. Request for Approval of Rental Housing License

F. Resolution Certifying Delinquent Utility Bills

G. Consider Pay Voucher No 6 for City Project No 2015-09D – Broderick Boulevard

Reconstruction, City Project No 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 Fire Station No 2 Sewer and Water Improvements, and City Project No 2018-11 Fire Station No 2 Fiber Optic Improvements

H. Consider Contract with Xcel Energy for Heritage Village Park Overhead Powerline Removal

I. Consider Pay Request No 4- Dasher Board Package (Final) – West Rink Floor Project – City Project 2017-1722

J. Consider Approval of Heritage Village Park – Phase II Contract with WSB

K. Consider Approval of Replacing Seidls Lake Park Playground Equipment

L. Consider Pay Request #2, to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements

M. Consider Pay Voucher No. 3 for City Project Nos. 2015-03 – 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop, and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

N. Consider Pay Voucher No. 2 for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1)

O. Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

P. Consider Pay Voucher No. 3 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

Q. Consider Change Order No. 4 and Pay Voucher No. 5 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking

Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

- R. Approve Drainage & Utility Easement for 10211 Barnes Ave (N ½ of the NW ¼ of Section 28, Township 27, Range 22, Dakota County, Minnesota)
- S. Consider Resolution Approving Temporary Construction Easement Agreement No. 2 for Boring and Access on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements
- T. Consider a Resolution Receiving a Proposal for Professional Geotech Engineering Services and Authorizing Preparation of a Phase I Environmental Review Report for Street Reconstruction on 55th Street Court/55th Street Court, City Project No. 2018-09F
- U. Consider Resolution Approving of a Joint Powers Agreement (JPA) with South St. Paul and West St. Paul for Engineering Services, Outlet Construction, and Long-Term Maintenance for City Project No. 2014-12 – Seidl's Lake Outlet
- V. Michael Wise – Case No. 18-56V; Approve a Resolution for a Variance to allow a fence taller than 42 inches in the front yard on the property located at 5834 Blackberry Trail
- W. Gries Architectural Group; Approve a Resolution relating to; Release of Development Contract and Deferred Assessment Certificate and Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, Best Buy Addition for property located at 1350 50th Street
- X. Accept 2019 Medical and Dental Insurance Rates and Approve City Contribution Amounts
- Y. Resolution Authorizing the Fire Chief to Approval Change Order Requests in an amount not to exceed \$15,000 without City Council Approval for City Project 2014-10 Fire Station #2 New Construction
- Z. Personnel Action

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 HEARING:**

A. Hearing for Officer Steve Her to Consider Allegations; and Resolution Accepting and Adopting the Police Chief's Report and the written recommendations on the Police Chief and the City Administrator relating to Police Officer Steve Her and imposing discipline on Police Officer Steve Her.

7. **REGULAR AGENDA:**

Police Department:

A. Consider Resolution of Support for the Police Department's proposed Body Worn Camera Policy

8. **MAYOR & COUNCIL COMMENTS:**

9. **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, OCTOBER 1, 2018 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Work Session on Monday, October 1, 2018, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll Call: Present were Mayor Tourville; Councilmembers Bartholomew, Perry, Piekarski Krech, and Hark. Staff: City Administrator Joe Lynch, City Attorney Tim Kuntz, Community Development Director Janice Gundlach, Police Chief Paul Schnell, Deputy Chief Sean Folmar, Fire Chief Judy Thill, Human Resources Manager Janet Shefchik, Administrative Services Coordinator Carrie Isaacson, Information Technology Manager Patrick Mylan, Finance Director Kristi Smith, Parks and Recreation Director Eric Carlson, Recreation Superintendent Tracy Petersen, City Clerk Michelle Tesser. Absent: Recording Clerk Sheri Yourczek.

1) WELLNESS COMMITTEE

Human Resources Manager, Janet Shefchik introduced the item stating that the Council received a draft copy of the Revised Public Expenditure Policy. The proposed policy covered expenditures related to their annual and employee recognition events, meetings, and professional membership dues. They expanded that to include wellness, volunteer events and retirement gatherings. That revised policy will be brought before the Council at a future meeting. Ms. Shefchik highlighted the following Employee Wellness Committee activities:

- The Employee Wellness Committee was formed from employees from each Department.
- Determined group roles and meeting frequency (at least monthly).
- Conducted an all employee interest survey.
- Graphed and reviewed survey results.
- Brainstormed activities and resources to meet wellness needs.
- Formulated a Mission Statement and goals.
- Formulated a "Brand" for easy recognition and marketing.
- Coordinator and communicated monthly wellness activities.
- Solicited more employee involvement and input.

She displayed charts with survey results that covered both Fitness and Life Skills and commented on the various needs people were looking for within those categories.

Administrative Services Coordinator Carrie Isaacson stated that in order to make this committee legitimate going forward they did some research and found that the Offices of the State Auditor has a Statute for this type of program. It states that they needed to come up with objectives, goals and a Mission Statement, which she displayed. She stated the committee developed a Brand known as "Be Healthy, Be Happy" which was coveted by Accounting Technician, Cora Bauer Henkemeyer. She is the Wellness Committee Chair, she distributes the monthly newsletter to all employees.

She listed the following that they have done since they began the program in August of last year:

- Blood pressure checks and health assessments
- Seminars on:
 - o Sleep Deprivation and Insomnia by Inver Grove Chiropractic & Wellness
 - o Holistic, Drug and Surgery Free Health by the Body Project, Rob Smith
- On-site Mammograms through HealthPartners and the Jane Brattain Breast Center
- Staff time to attend the Active Aging Fair (30 minutes)
- On-site chair massages (employee paid) by Erica Hakanson
- "Yoga on the Lawn" class taught by Fitness Coordinator Amy Crary

- Healthy Snack Day at three buildings and various potlucks throughout the year
- Email Wellness Campaign:
 - o Wellness ideas, tips and recipes
 - o “Make it to break it”. Wellness activities bingo and other wellness challenges
- “WOW – Walks on Wednesdays”

Plans for future events include:

- Ergonomics seminar
- Blood Drive
- Group volunteering events and activities focused on gratitude and giving
- Individual volunteering
- Health Fair during Open Enrollment for Benefits (Insurance, EAP, and holistic vendors)
- “Make it Okay” Mental Health Awareness Campaign and focus on stress reduction
- Men’s health focused event (e.g. Real Men Wear Gowns)
- Fitness/Wellness Competitions
- Nutrition Focused seminars and emails
- Seminars on breaking addictions (e.g. tobacco and alcohol)
- Repeat on-site mammograms

Human Resources Manager Shefchik commented that in measuring success they look for the following:

- More qualitative than quantitative
- Participation in events
- Positive feedback and comments
- Witnessing engagement and cooperation
- Healthier Staff - less illness, injuries, and absences
- Observed lifestyle changes
- Individuals and groups sharing success stories (the Wellness Committee is a successful joint venture).

Manager Shefchik commented that Insurance Brokers (NFP) go over annual claims, results, look at the premiums, and what they will look like for the following year. She displayed a chart for the Council to view stating that their 2017 claims through Health Partners exceeded the premiums that were paid in. The City paid in \$1.3 million and the claims were closer to \$1.4 million. She commented that they usually want less than that. Shefchik stated the City could possibly off-set this by bringing in a number of programs discussed previously. She commented that the claims were raised due to two catastrophic events that took place last year and by having more participants.

Councilmember Bartholomew asked if there was a discounted membership for employees to the Community Fitness Center and the Golf Course. Human Resources Manager Shefchik responded that there is a discounted membership for the Community Center. Administrative Services Coordinator Isaacson responded that she did not believe the Golf Course had an employee discount.

Councilmember Bartholomew asked about worker’s comp and if they offer seminars with strategies on lifting, movement and sitting versus standing. He asked if they offer a Flu clinic. Manager Shefchik responded they have annual training to discuss those issues. Coordinator Isaacson responded they just did have a flu clinic last Wednesday.

Councilmember Hark commented that in order to move those chart numbers, they could try to get those that are less actively more involved. He stated that Councilmember Piekarski Krech referenced an article by the Mayo Clinic that was about the payback when they measure the dollars spent on wellness versus the money the company saves.

Manager Shefchik agreed that the ones that need it the most are the ones they need to target. Coordinator Isaacson responded that the average span for a committee to see movement would be three to five years. After that amount of time, they should be able to see how well they are progressing. Mayor Tourville thanked Shefchik and Isaacson for their work.

2) 2019 BUDGET

City Administrator, Joe Lynch summarized the IT Budget and the IT Position. He stated that the Information Technology Manager, Patrick Mylan, is in attendance and will discuss the position, the current staffing levels in the IT Department and give a high-level overview of the technology plan for the next five years.

IT Manager, Patrick Mylan presented an overview of where the department started out in 2009 prior to the construction of the Public Safety Facility and City Hall and where they started technology-wise, and where they are today. He explained that there is one Technology Manager, one IT Technician, Public Safety IT Technician, a GIS Specialist and a GIS Technician. The latest hire was two years ago for the Public Safety IT Technician to facilitate tickets for both Fire and Police. Mylan stated he is proposing a Network Administrator position with a different skillset than what their staff currently has. They have two PC Techs that fix computers, printers and desktops, but do not perform networking tasks. They don't do switch or server configuration and do not have application-based strengths in the current team. Anything that goes wrong with wi-fi, networking switches, routing fibers and servers, all relies on himself, as he manages the department and performs budgeting tasks. Mylan stated that he finds his department in a break and fix mode, more than they should be.

He stated that since 2009 they have added various systems in technology, which he displayed on a diagram. In addition to that there are other lines of systems that the IT Department also has to manage. In 2009, they had 352 Help Desk tickets. If there is a problem with a computer, squad car, server or application, a ticket is submitted and goes into a queue. They prioritize the tickets and address them accordingly. In 2017, they had 1,820 tickets and expect to exceed that in 2018, resulting in a 420% ticket increase in volume since 2009 without an increase in Staff.

Mayor Tourville asked if they breakdown tickets into categories such as PC versus Network. IT Manager Mylan responded they do and could get that information to the Council. He stated that they do not set internal tickets because their Staff is not big enough, so they cannot assign themselves tickets and they are not tracked through Web Help Desk. Mayor Tourville asked if the large increase in tickets was due to Networks or PC's. IT Manager Mylan responded that it is due to growth as they add employees, systems and software. All of these systems were not here five years ago, as the City continues to add more computerized systems, the tickets will continue to grow.

Councilmember Perry asked if the Technicians were able to help with some of the network issues. IT Manager Mylan responded that he has to do it all himself. Councilmember Perry asked if they can send the Technicians to get training for the network issues. Manager Mylan responded that it takes a different Staff person to be a Network Engineer or a Switch Programmer compared to an IT Tech. It would be a difficult transition for them and some may not be interested. With the amount of systems and computers they have to manage, they need some sort of networking person.

IT Manager Mylan continued that in 2009 they had eight physical servers housed in the old City Hall and less than 1TB of storage. Today they have 41 virtual servers and six physical servers which equals a 587% increase since 2009. They have eight storage devices and over 100TB of data which is a 1800% increase. Each one of the servers represents a different application they are running within the City, such as, anti-virus, firewall and wi-fi applications.

Councilmember Hark asked if he was talking about the Cloud when he spoke about servers. He asked for more information about a virtual server. IT Manager Mylan responded that they have their own Cloud. He responded about the virtual server saying a company created a platform to create a physical server and virtualize it in your own

environment. You only purchase what is referred to as a Host. Virtual servers are put on that Host and live virtually inside the storage device. He commented that they need a place to store all the virtual servers. Some virtual servers take more power than others and are put on more expensive servers called Flash. Those servers that require less are placed on older cheaper storage devices. They are constantly migrating, moving and managing where the servers live.

IT Manager Mylan displayed a diagram of a main data server closet which was new in 2010. He stated that they manage their own dark fiber in the City and that all are managed internally in-house. Each server has its own switch to move data out of the clusters, into the core and out into other facilities, such as the Water Treatment Plant, which is their Disaster Recovery Location. If something were to happen to the City Hall, the system would automatically cut over and start delivering data from the Water Treatment Plant.

Mayor Tourville commented that over the last few months they have lost their phone system. Due to that, they have had several different responses and reasons for the problem. IT Manager Mylan responded that the last several times the phone system has been down it has been outside of the building and outside of their control. Mylan provided some examples. Mayor Tourville commented that if this continues on 80th Street, that the vendor should move the location. Manager Mylan commented that if it is an internal issue they would still be able to use the phones internally. They would not be able to call out and phone calls would not be able to come in.

IT Manager Mylan continued stating that there is another Data Closet, TR-1, located in the lower level of the Police Department that covers internal cameras, wi-fi access points, and the card access system, which is one system they did not have eight years ago. He stated that another Data Closet, TR-2, is one of the second largest closets that they manage. It manages all of their own internal switches and data. It also manages a separate entity, the County, which has switches and hardware that they are also responsible for.

He listed the following information:

- There are 250 work stations. They started out with 122.
 - Video Distribution came about in 2010/2011.
 - Four work rooms between the Police Department, Fire, and City Hall. Leased and owned equipment are located in each one of those. The technology department is responsible for managing and maintaining that equipment.
 - More technology in Police Booking. IT also covers video cameras, breathalyzers and intoxilizers.
- Information Technology has a 5-year Strategic Plan as follows:
- Increased internet speed and bandwidth. In 2017 they purchased a new firewall and are in the process of implementing that device.
 - Mobility and wireless applications
 - "Cloud" computing
 - eCommerce
 - Social Media
 - Service delivery models
 - Business intelligence
 - Business continuity
 - GIS-enabled technology

Councilmember Piekarski Krech asked if the 5-year plan includes what they will do with each of the listed items. Manager Mylan responded in the affirmative.

Councilmember Perry asked if he is the only one covering infrastructure issues and what happens when he is out sick or on vacation. Manager Mylan responded that he has to hire a Consultant or he gets called in, which can happen on nights, weekends and holidays.

Manager Mylan presented the 5-year scenario of staffing for Technology, depending on the growth of the City, as follows:

- System and Storage Administration Services (Network Admin). They are currently looking for someone who can do this type of position. Someone that can work on storage, program switches, is familiar with networks, and can help alleviate some of the burden on him and Staff.
- Future Software Application Specialist (Business Systems). As Applications become more advanced they will need someone in that role.
- Central Service Desk. First line of triage for any type of computer problem. This would be the first person to look at the tickets that come in. It would be a lower paid position that can handle lower type tickets and leave more advanced ticket items to the higher paid, better skilled technicians.
- Network Services. If they continue to grow wi-fi, fiber and phone to promote facilities, they will need a networking person.

Councilmember Piekarski Krech commented that she would like to see the plan and requested that he send it out to all of the Council. Manager Mylan responded that he would get them the information. He let them know that the information could change and may need to be adjusted in three years. For now, this would give them an idea of what staff members may need in the future, what applications they are going to need and funding sources.

Councilmember Bartholomew asked if they have done any investigation on the network administrative position versus contracting it out. He asked to see a copy if there was a comparison already done. Manager Mylan responded that they are contracting right now as they are in the middle of three large projects and they had a staff member out for awhile. The contractor is \$16,000 a month. Councilmember Bartholomew commented that he would like to see some type of analysis on that to see if it is cost effective. He asked if the cost analysis was included in the plan. Manager Mylan responded that he knew the cost-effective portion as he is paying between \$12,000 to \$16,000 per month. He responded that the cost analysis is included in the plan. Councilmember Bartholomew asked if there was an analysis of the system components and layers that are being added to applications. Manager Mylan responded he has that information and can get that for them.

Councilmember Bartholomew asked about the 250 workstations and approximately 140 FTE's. Manager Mylan responded that they have multiple squad cars, fire trucks, and computers located at the Water Treatment Plant, Golf Course and at the VMCC. Councilmember Bartholomew asked if they have an analysis and usage on the workstations to make sure they are wise in using their resources. Manager Mylan responded that he could pull that information, but felt the resources were at 100% compacity, other than some legacy computers that don't get used as much but still need to be there.

Councilmember Bartholomew had a question about purchasing new technology and if that included five-year service. He asked if that was already paid for or if it was already used up. Manager Mylan responded that when you buy a system, you buy maintenance and that it covers software maintenance. It doesn't give administrative services. With the new phone system, they asked the vendor for pricing for a 365/24/7 with a four to five-hour response time and was told it would cost about \$20,000 a year.

Councilmember Perry asked if the Network Admin position could be shared with another City and work part-time. Manager Mylan responded no, because the networks would be different as they vary greatly from City to City. Councilmember Perry asked how many servers they currently have. Manager Mylan responded that they have eight physical, four EXXI Host, 41 virtual servers, and eight storage devices.

City Administrator Lynch stated that technology is a cost that is shared throughout all Departments. They get an allocated cost based on information that has been put together between finance and technology. This takes into account the number of units, Staff, square feet, etc. There are General Fund cost operations such as Police and Fire, utilities, and the Golf Course. He stated that this position is borne by other parts of the operation and has allocated costs. Not everyone pays the same share of those costs as not everyone has the same demand or need. Manager Mylan added that there is technology that staff does not see such as fiber optics, networking, switches, email, etc.

Mayor Tourville asked if tickets could be segregated out for software, hardware, and programming. City Administrator Lynch responded that they can get them information about that quickly. Mayor Tourville asked if there is an emergency plan in place, whether Manager Mylan is here or not, if a server were to go down and if there was protocol they follow. Mylan responded that was why this position was so critical, the new hire would know system wide how everything worked. Mayor Tourville commented that the person hired would not be 24/7 but wanted to make sure there is protocol in place. Mylan responded that there is a Consultant on stand-by with two Network Admins and a Network Engineer that are very familiar with this network. He commented that if someone can't get ahold of him, they get in touch with the Tech's, if the Tech's do not know the Consultant would.

Mayor Tourville asked if they had ever been hit by a ransom demand. He commented that he attended an IT Seminar with the State of Minnesota and they said that Cities were being hit every month. Manager Mylan responded that they have been ransom free since he began but have had some problems with email.

Councilmember Hark commented that the most immediate need was for the Network Administrator and that there is an item in the budget for next year. He asked if there was enough money for salary. He questioned if this would eliminate the need for the contractor that they have on hold and what that would save for the Network Administrator position. He asked why they don't continue with that since there is someone that already knows the operation. Manager Mylan responded that the salary was a little light but felt they could get someone good and train them. The Contractor is the person that would fill-in if there was a crisis and he was not available. He stated that there is so much work that they can't afford to keep them on for as much as they need to use them.

Mayor Tourville asked that he take a look at what they pay for outside Consultants and the position requested. He would like to see if there is a cost savings and then let the Council know. City Administrator Lynch and IT Manager Mylan agreed to let them know about the cost differences

Finance Director Kristi Smith stated that she would begin with Fire Station #2 Financing and introduced Jessica Cook with Ehlers to speak first.

Jessica Cook, Ehlers, stated that in speaking with Staff about the financing for Fire Station #2, there was a Capital Improvement Plan that was approved less than a year ago that authorized the City to issue up to \$12.5 million dollars in financing for the Fire Station. It is time to issue those bonds and look at options for structuring. She stated that they looked to break up the bond into two issues by having a \$10 million-dollar bond and a \$2.5 million-dollar bond issue. The first issuance would come in November. She stated that when they go out to the market, they structure the term of the bond. They are looking into doing a 20-or 25-year term for the \$12.5 million dollars of debt. She referenced a memo comparison of the figures for the Council to view. She stated that the interest savings with the 20-year term over the 25-year term is about \$1.6 million over the life of the bonds. The annual debt levy difference would be about \$122,000 per year. She explained what that meant to the average homeowner stating that if you are looking into the median value of a home at about \$251,600, the 20-year term debt would have an impact of about \$60.00 per year or \$5.00 per month. The 25-year term would be \$52.00 per year or \$4.39 per month. It would be an \$8.00 difference per year to go with the shorter debt.

Councilmember Bartholomew commented that he didn't see any reason not to go with the 20-year term.

Mayor Tourville asked if they are using Host Community Funds this year. Finance Director Smith responded that they were initially not going to use them, but with the way the bids came in and the estimated project cost of \$12.9 million, they can only issue about \$12.5 million in debt. They have to use \$400,000 or another funding source. She stated that if the Fire Station project went over the contingency amount of about \$400,000, they would need to come up with cash for that. She stated that the way the budget was put together for 2019 with the levy at \$640,000, they would structure the issuance in the amount of the levy for next year and the levies would raise thereafter. Those would be \$928,000 or \$805,000 depending on the term approved.

Mayor Tourville asked if either figure could be pre-paid. Ms. Cook responded that there would be a call date of about ten years on both bond issues. After ten years it could be pre-paid. Mayor Tourville commented that some additional land is available, and they could look into selling that. He asked to use future proceeds by paying down the debt. Finance Director Smith responded that the excess land they have is outside of the \$12.9 million. With the way the State Statute reads they would be unable to use bonding to cover those costs. The proceeds from the sale of that land would go back into an interfund loan to help cover those costs in the first place.

Councilmember Hark clarified that the bonds are \$12.5 million, but that there is a need for \$12.9 million with a gap of \$400,000. He asked if the idea was to take some out of the General Fund and Host Community Fund or take care of it all through the Host Community Fund. Finance Director Smith responded that based on a policy perspective she doesn't recommend using the General Fund fund balance. This leaves the Host Community Fund and she recommends the \$400,000 to come out of that fund. If it were anything than the \$400,000 they would need to come up with a different strategy. City Administrator Lynch stated that it would be a one-time cash source that would never be repaid to the Host Community Fund.

Mayor Tourville asked about payment management for the Host Community Fund and the estimated one million dollars collected for the franchise fees. He noticed as of July, they had about \$400,000. Director Smith responded that the franchise fee estimate was for one million dollars and that after the second quarter it was at \$486,000. She commented that they are almost to the halfway mark and will be close to one million.

Councilmember Hark asked if the interfund loan or an existing fund to pay off the \$400,000, would affect the number that they spoke about at the last meeting. Finance Director Smith responded that it depends on what the funding source is. The General Fund would impact the amount of cash available and the percentage going outside would not. Councilmember Hark asked if there were strings attached and what the rules were with paying back a loan like that. Director Smith responded that it depends on the source they are utilizing and the terms they set forth in the loan. With the Host Community Fund, they can set it to be a one-time use not to be repaid, or with other funds they could use and set it up as a loan and repay that. They can choose the percentage rate themselves. They need to think about how they are going to pay back that source if it's not a one-time use of funds.

Councilmember Bartholomew asked if they had discussed that the excess property would be sold and the fund would be available to offset the debt for the Fire Department construction. Director Smith responded that when they purchased the property they did an interfund loan to cover that because of the timing. They can't use bond proceeds for the excess land as it's not a part of the \$12.5 million that has been internally financed. When the property is sold it has to go back that. If it's sold for more than what they need to cover, they can use it for the Fire Station or something different.

Councilmember Piekarski Krech asked if going with the 25 instead of the 20 would reduce the impact of the amount to the levy each year. Director Smith responded that if they went with the 20-year term, the levy would be \$928,000.

With a 25-year term it would be just over \$800,000. The question would be if over five years is it worth going over the \$1.6 million dollars in interest. She recommended the 20-year term. Councilmember Piekarski Krech commented that they were talking previously about how to structure the levy amount to a more gradual rate.

Mayor Tourville summarized that the 20-year option was favored.

City Administrator Lynch asked Ms. Cook about when they financed the City Hall. They did principle and no interest for three years while they were waiting for development to occur. He stated that this is equal terms principle and interest and asked if it was possible to do that same step up. Ms. Cook responded yes, they can stretch the principle payments to achieve that. She said that for the City Hall they were counting on future residents and growth to help pay for that. The repayment did increase until it leveled off at about year ten. She said they could do a similar structure if they think one of the follow two things was going to happen:

- 1). You have other debt that is falling off, so you are going to have additional capacity. She commented that isn't the case here as they have pavement and construction projects coming up that will be using
- 2). The other reason is that you think that there is going to be growth and future tax base and you want to match your levy with an increasing tax base. That is the reason they did it for City Hall. It is going to drive up your interest costs as you are delaying the repayment of principle.

Mayor Tourville stated that as the City grows they will have additional people adding to the tax base that will be using more services. He asked Ms. Cook if they needed to be told that, or if it needs to be looked at structurally and then they would come back with ideas. Finance Director Smith recommended, as she spoke previously about debt policy two meetings ago and the Capital Improvement Plan, she felt that was a better way to look at how they might want to structure it. That would keep the levy a bit more stable as opposed to lifts and drops.

Mayor Tourville recommended taking a look at that. Finance Director Smith responded that they would come back with two structures, one being a straight normal 20-year term and the other one.

Mayor Tourville asked if they pay a penalty if they write in there that they would like the opportunity to pay cash down for five years versus ten years. Ms. Cook responded that they would pay a penalty. If they know there is a source of cash coming in you are better off building a bigger principle repayment in that year. The risk would be if the cash doesn't come in, you still have to pay the amount.

Councilmember Hark asked if there were reasons they wouldn't want to do that, to sell them as something other than bank qualified bonds. Ms. Cook responded they are in a rising interest rate environment, the sooner they can sell, potentially the lower the interest rate. The sooner they can close, the lower the interest rate. Delaying the closing on one series of bonds until 2018 has some interest rate risks. She commented that since the interest rate environment is changing, they will continue to update the analysis and if they feel they are losing the benefit then it is prudent to take it to the market sooner, then they would come back to the Council with that recommendation.

Mayor Tourville stated the amounts picked were \$10 million and \$2.5 million. He asked if there was a difference in going 6 and 6 and being more apt to being sold. Ms. Cook responded that the figures that were chosen were intentional. One reason was that a ten million bond issue with a Double A+ credit is a very attractive bond issue. The other reason is that there are some road projects they are anticipating in the next year. They may need more bonding capacity then.

Councilmember Piekarski Krech asked if they could combine some of those. She questioned if ten million would get most of the Fire Station items done. She asked, if in the next year, the \$10 million-dollar bond looked more

attractive, if they could combine some of the streets and the Fire Station. She questioned if they have to be separate bond issues because they are for separate things. Ms. Cook responded that they can be combined into a multipurpose bond issue. She stated that they have been speaking about this item and are in the evaluation stage. They have questions out to the marketplace, so they are unable to come to the Council with the timing of the issuance yet.

Mayor Tourville requested that Ms. Cook and Finance Director Smith work out the details and come back before the Council as soon as possible.

Finance Director Smith introduced the EDA budget as the next topic of discussion. She commented that the budget was presented to the EDA Board, and at that point there were not any questions or changes proposed. She displayed a diagram of the summary that was located on Page 67 of the Budget Book and commented that the information could also be pulled up on the website.

Community Development Director Janice Gundlach stated that there were no changes to the EDA Budget that was previously presented to the Council. Mayor Tourville commented that if property comes in they would take a look at making adjustments as they go along.

City Administrator Lynch reminded the Council that there is not an independent revenue source for the EDA. It has been a discussion point and something that the Community Development Director would like to address in 2019. This is covered by the General Fund.

Finance Director Smith discussed the Tax Increment Financing (TIF) and stated they started providing updates on the Tax Increment Financing districts they have within the City. There is one remaining and open in the southeast quadrant and that district is set to decertify at the end of 2019. She commented that there is one paygo note in regard to Brentwood Hills and a second one that did not come to fruition. She stated that there will be excess funds available at the end of the district, and due to that, they will be coming forth with a budget modification and recommendations on what they can do with the funds. She commented that if they do nothing with those funds the excess TIF dollars would have to go back to the County and then the City would receive a portion back. Their preference would be to find a use allowable with those funds and use them internally within the City.

Councilmember Hark commented that the excess funds have limitations on what they can do. They have to do something so the money doesn't revert to the County. Finance Director Smith responded that was correct. If it goes to the County, the City would get about 40% and they would rather use 100% of that if they can. Right now, they are looking for viable projects to make that a possibility. Councilmember Hark asked when those decisions needed to be made. Finance Director Smith responded that it is set to decertify at the end of next year. After 2019, they will no longer collect TIF and it would be a part of the general tax base.

Mayor Tourville asked what the amount was for December 2019. Finance Director Smith responded potentially \$3.7 million. Mayor Tourville stated that the owner has been silent and suggested sending out correspondence and an update out of courtesy. If it decertifies he doesn't want others to think there would be a lot of time, as others may be interested in those excess funds. Smith asked if he wanted correspondence with the one that didn't come to fruition, or the one they have the paygo note on. Mayor Tourville responded that he wanted to send correspondence to the one they have the excess on. Smith stated that if it is excess increment and it's returned to the County and they get their portion back, that would be unrestricted and could go into the General Fund. If they get the 100% portion there are more restrictions.

Councilmember Bartholomew asked about the memo that stated development was to be completed by December 31, 2014. Director Smith responded that was specific to the Fine property that was referenced. The agreement in

place with them didn't come to fruition and the opportunity expired. Councilmember Bartholomew had further questions regarding the 4-1 Quadrant. City Administrator Lynch responded that Bianca Fine is the Developer they are referring to. Within 4-1, there was a proposed project that was supposed to come to fruition but did not happen. He stated that the decertification is of the entire district. Councilmember Piekarski Krech asked if the Developer could still come in with a project and ask for TIF Funds. City Administrator Lynch responded that they could ask for the paygo note and TIF Funds, of which they had time for, but felt it was unlikely. Finance Director Smith stated with the requirements placed on a district they have likely exceeded limitations. If they did come forward now, the likelihood of it being funded from this TIF district is unlikely. City Administrator Lynch stated that they would have to go through the process again due to the timeframe. He stated that they will communicate with them again.

Parks and Recreation Director Eric Carlson introduced the Recreation Budget located on Page 56 of the budget packet. He stated that they have an agreement with the School District and Community Education where they provide senior programming with a staff person that they have hired. The position is jointly paid by the School District and the Recreation budget. He stated that there are no changes to the programs or services in Recreation planned in the budget.

Councilmember Piekarski Krech asked why they had a large jump in professional technical services. Parks and Recreation Director Carlson responded that at one point in the budget they were planning on doing a Recreation Master Plan. He stated that has been taken out of the budget and not reflected on this paper. Finance Director Smith responded that they noticed it last week and any revision moving forward will have that in there. Councilmember Piekarski Krech asked how much they were taking out. Finance Director Smith responded the amount was \$35,000. Carlson commented that the total was \$41,400 after the \$35,000 was taken out.

Parks and Recreation Director Carlson provided the following update on the Community Center:

- They have an agreement with the School District for the Community Center. In 2019, they will be receiving \$250,000 for the Community Center along with payments for ice and pool time. In 2020, that number jumps to \$262,500. By 2026 they will have to renegotiate the next five years of the agreement.
- The revenue generated includes \$14,000 from the Youth Hockey Association which expires in 2023. The Association indicated that they do not have a desire to renew an agreement in the future. He commented that they would keep discussions open.
- Propose a small membership increase in 2019. They do membership fee increases in odd years and admission fees increases in even years.
- 80% of the position that is shared with the School District is paid for out of the Community Center.
- Capital Improvement Projects planned for 2019:
 - New shell on the lap and dive pool.
 - Replacing HVAC equipment that services the lap pool.
 - Contemplating changes to the area that was originally constructed for racquetball courts. They are looking at trying to turn the area into more usable revenue space for programs.
- Agreement with the City of Rosemount and the Rosemount Hockey Association. The Rosemount Hockey Association gets 550 hours of ice and will be paying 90% of the west rink improvement costs over the next 10 years.
- Going to 10-minute ice/10-minute resurfaces beginning November 1st, which would generate an increase of approximately \$20,000 in revenue.

Councilmember Bartholomew questioned the electrical and utility services located on Page 64 and noticed that it is up about \$45,000 compared to previous years. Parks and Recreation Director Carlson responded that he would look into it.

Mayor Tourville commented that they are adding a Zamboni. Parks and Recreation Director Carlson responded yes, they are taking delivery of a second Zamboni in November and that it is tied into the agreement with Rosemount. Mayor Tourville asked if they have room for the new piece of equipment. Parks and Recreation Director Carlson responded that they only have one Zamboni room, but the one machine they have now services both rinks. He commented that Staff feels they can utilize both machines to do the new ice schedule which will provide more ice time and revenue over time.

Councilmember Piekarski Krech asked what the new technology was to have 10-minute ice time. Parks and Recreation Director Carlson responded that it wasn't new technology. The addition of a second machine saves time to make the ice and resurface the ice for the two rinks. Parks and Recreation Director Carlson commented that they expect there to be issues and challenges in the first month and that it will take time for everyone to get used to. Mayor Tourville commented that he still sees it as two Zamboni's and one space and commented that they need to watch that.

Parks and Recreation Director Carlson provided the following update on the Golf Course located on Page 114:

- Earlier in the spring they sold a 26-year Anniversary Membership that they found successful. It has increased the usage, revenue, and the dynamics too.
- Through the end of August there were 49,000 rounds compared to the last few years average of between 47,000 and 48,000 rounds. They expect to finish the year with 60,000 plus rounds, which is a positive revenue perspective.
- Plans to replace the golf cart fleet in 2019. There are 70 golf carts. They will invest approximately \$225,000 in a new fleet financed with an internal loan from the Central Equipment Fund and paying it back over a five to six-year period. This is included in the proposed budget.
- Paying back the Capital Equipment that they purchased earlier this year with a payment of \$37,400 every year in 2018, 2019, and 2020.
- Small rate increases to various green fees, range balls, etc. across the golf course.
- 2018 is the first payment they will be making toward the improvements that were made to the Golf Course in 2016. Those payments will be \$82,000 per year for the next 25 years.

Councilmember Bartholomew asked about miscellaneous revenue for 2019 and if it was the accounting for the pre-paid sales. Finance Director Smith responded in the affirmative. Mayor Tourville added for the record that they collected for a three-year plan and are spreading the revenue out over three years. Parks and Recreation Director Carlson responded that was correct. All expenses are coming out in 2018 with revenue being split up over three years. Finance Director Smith responded that those funds are in the Golf Course cash balance. Mayor Tourville stated that food and beverages are up due to traffic. Parks and Recreation Director Carlson responded that through the end of July, comparing year to date 2017 to 2018, food and beverage revenue is up 56%, practice center revenue is up 17%, and golf cart rentals are up 45%.

Parks and Recreation Director Carlson continued with the ADA Budget on Page 078. He stated that this budget addresses any ADA issues they may have with facilities or programs. For example, replacing a door handle, replacing a sign, putting in an accessible ramp, etc. It is for a capital type of project.

Councilmember Piekarski Krech asked if they have any big things coming in. Parks and Recreation Director Carlson responded that they have no significant projects. In 2010, they did a complete inventory of all facilities, programs and prioritized things that need to be taken care of.

City Administrator Lynch stated that he met with Parks and Recreation Director Carlson and a Representative with the League of MN Cities Insurance Trust about this topic last week. In the State of MN there are claims being made across the metro. He commented that they received a letter back from the Adjuster commending us on the fact that

we have a plan in place, are following it, and are funding it. We are far in advance of most Cities in the metro area. Through Community Development, they try to respond to issues that they hear about with private businesses and help them identify what they can do to comply.

Councilmember Bartholomew asked about the most recent fund balance of \$140,000 for ADA. He commented that there is a department request of \$66,000. He asked if it made sense to leave it at the \$52,000. He asked if those are funds have been spent. Finance Director Smith responded that the plan in place told them how much they need to address the three levels and they came up with multi-year funding to cover all of those. They will continue to carry over into the amended budget for 2018, the unspent funds will be carried over to the amended budget for 2019. This allows them cash on hand for those issues.

4) DISCUSS ORDINANCES AND RULES RELATED TO DOGS, DOG LEASHES, AND DOG PARK

Mayor Tourville suggested moving this Agenda item up on the Agenda due to those in the audience.

Parks and Recreation Director Eric Carlson presented items related to dogs, dog leashes and the dog park. He reviewed the City's Mission and addressed the following:

- Proposed Dog Leash Ordinance changes
- Proposed Dangerous Dog Ordinance changes
- Proposed Dog Licensing Registration/Ordinance changes
- Proposed Dog Park Registration
- Dog Park Rules
- Overall Marketing Strategy/Implementation

Parks and Recreation Director Carlson began with the Proposed Dog Leash Ordinance changes. He stated that the current Ordinance in regard to dogs being leashed and unleashed is conflicting, so they are proposing the following changes:

- Dogs can be off-leash on the owners' property, in the owners' vehicle, or at the Heritage Village Dog Park, otherwise must be on a leash held by a dog handler.
- Dogs can be in any City park, trail, or public sidewalk as long as they are on a 6' leash (or 6' retractable leash) at all times.
- Dogs are not allowed on athletic fields (ex: soccer fields/courts) and cannot be inside a fenced athletic field.
- Owners of dogs in a manufactured home park must keep their dog(s) on a 6' leash (or 6' retractable leash) at all times when the animal is outside.

Councilmember Piekarski Krech asked if the retractable leash was retracted to 6 feet or if it's a retractable leash that only goes out 6 feet. Director Carlson responded that the leash should be 6 feet. He commented that they would clarify the language.

Police Chief Paul Schnell listed Proposed Dangerous Dog Ordinance Changes as follows:

- Police Department still handles all dangerous dog situations/process.
- Clear identification of Chief of Police or Designee as the City's responsible Animal Control Authority.
- Differentiation of ownership conditions for dogs deemed dangerous vs. potentially dangerous dogs.
- Establishment of a third-party of a third-party Hearing Officer. He stated that Nicole Cook currently provides that service for the City. They have had conversations with the Human Society which provides that service for a number of Cities, and understands these situations better than most of this internal staff. They may look to establish a connection with them.
- Establishment of a moderate Hearing Fee for appeals of dangerous and potentially dangerous dog designations. This would help offset some of the costs with the work that goes into the timelines to

Hearings, notifications, and inspections. He stated that the Humane Society doesn't have a cost associated with them, but they do request feedback/donations back to them to offset the costs.

Police Chief Schnell stated that the current Ordinance says that you have to have the same requirements that a potentially dangerous dog would have versus a dangerous dog. He felt that there should be some distinction. He commented that they have seen an increase in the number of dangerous dog hearings and appeals.

Director Carlson continued with the Proposed Dog Licensing Registration/Ordinance changes as follows:

- Dog License can be purchased on-line or at the Parks and Recreation Office in the Veterans Memorial Community Center, Monday through Friday 9:00 a.m. to 5:30 p.m.
- Dog License is good for one year from the date of issuance.
- Dog License can be purchased using cash, check, debit card, or credit card.
- Park and Recreation Staff will provide the owner a License Certificate and tag after dog owner provides payment and a copy of proof of Rabies Vaccination and Distemper in person, mail, or email.
- Dog owner will receive an email from the City approximately one month prior to the expiration date to remind them to renew their License.
- Inver Grove Heights Police Department will have access to the Dog License database through their own secure login/password so they can access the data 24/7/365.

Councilmember Piekarski Krech commented that the Code currently states a Rabies vaccination. She asked why they are including Distemper. Director Carlson responded it is required of all dogs. Councilmember Piekarski Krech commented that Distemper is highly recommended, but not required of all dogs. Director Carlson responded that he would look into that closer.

Director Carlson listed the following information for fees:

Spayed/Neutered:	Proposed City Fee for one year	\$15.00
	Current City Fee for two years	\$12.00
	Surrounding Community Average for one year	\$10.00
Not Spayed/Not Neutered:	Proposed City Fee for one year	\$20.00
	Current City Fee for two years	\$20.00
	Surrounding Community Average for one year	\$14.00

Councilmember Piekarski Krech asked what the rationale was for the increase. Director Carlson responded the fees were reflective of the costs to provide the service. Councilmember Piekarski Krech asked what additional services they are providing as she thought their fees were supposed to be inline with the costs to providing the service. City Administrator Lynch responded that the requirement was that the Government needs to provide proof of that. The fee hasn't been adjusted in several years and the service to the end user is different in that they can register online, provide information online, and pay by credit or debit card. There is an expense to that. He commented that they are trying to cover as much of the expenses as they can.

Councilmember Piekarski Krech commented that there are already numerous people that do not license their dogs. Increasing the fees this much could increase the number of people that don't license their dog. Director Carlson commented that it is at the Council's discretion as to what fees they charge. This is just a recommendation.

Councilmember Hark suggested dropping down the license fee. If they want to get a handle on the number of dogs that actually have a Rabies shot, it would probably be better to charge less for a license. He liked the idea of \$10.00 a year for Spayed/Neutered. He commented that lowering the cost of the license down to \$10.00 for a year could end up bringing in more revenue.

Mayor Tourville asked if they get many people requesting licenses for not spayed/neutered. He didn't feel many did. He suggested they start with the lesser fee. Councilmember Piekarski Krech commented that show dogs are not spayed or neutered.

Director Carlson asked if the Council was comfortable with \$10.00 and \$20.00. Mayor Tourville clarified that it was \$10.00 if they were spayed/neutered and \$20.00 if they are not.

City Attorney Tim Kuntz had a comment about the penalty if you don't have a License. He stated that there is a section that has been added to the Draft, 5-4-3, in Sections F and G, which impose an administrative fine of an amount to be placed on some fee schedule, which would be a penalty fee against the person to be paid if you do not have a license. He commented that this needed to be thought through a bit more as the City doesn't have an administrative fine mechanism. The reason they don't is because it is a Statutory City and doesn't have the authority to create one like Charter Cities do. He commented that there is no effective way of collecting this.

Councilmember Piekarski Krech asked how things were handled if someone doesn't pay a Permit Fee. Attorney Kuntz responded that there is Statutory authorization to increase the fine because they proceeded without a Permit. City Administrator Lynch responded that in this case it would be a doubled fee, like they do with a Permit situation.

Police Chief Schnell explained what would happen in these types of situations. Someone would call and say they have a dog. The dog would be impounded and taken to an Animal Hospital they currently use. If the owner presents, they pick up the dog and pay the fee. He commented that they want to make sure the dog is not released without a license.

Police Chief Schnell stated this could also happen when the Officer advises them, warns them, and then finds out a couple of months later that they didn't take care of it as advised. He felt the intent was to put a provision in place to incentivize people to take care of this. They could be cited for failure to license.

Mayor Tourville questioned if there was a mechanism they can have where an Officer tells the person they need to license their dog and can check the system to see if that was in fact done. He commented that he did not have a problem with charging people double for not getting a license. Police Chief Schnell responded that oftentimes the Animal Hospital will vaccinate the dog because it came into their facility. Councilmember Hark asked if they could charge before the dog is released. Chief Schnell responded yes, they could charge. He commented that sometimes this can be a hardship for some, especially if impounded for a period of time.

City Attorney Kuntz stated that if the dog was picked up on the street without a tag and license and impounded at the facility, the document as drafted states that in order to get it out of impound you have to get a license. He asked if that dog license is then doubled. Councilmember Piekarski Krech suggested it be doubled because they already have a dog that is running loose. Chief Schnell commented that this is an ongoing issue.

Mayor Tourville asked if they knew of the number of dogs that have been impounded without licenses. Police Chief Schnell responded based on the bills he sees monthly, approximately 40. The City pays for dogs that are unclaimed and impounded for the requisite number of days and work with the Vet Clinic to get the dogs to no-kill shelters.

Recreation Superintendent Tracy Petersen continued with the following Proposed Dog Park Registration:

- Dog Park pass can be purchased on-line or at the Parks and Recreation Office in the Veterans Memorial Community Center Monday through Friday from 9:00 a.m. to 5:30 p.m.
- Dog Park pass is good for one year from the date of purchase.
- Dog Park pass can be purchased using cash, check, debit card, or credit card.
- Park and Recreation Staff will provide a dog park pass tag after dog owner provides payment and a copy of dog licensing in Inver Grove Heights.

- Dog owner will receive an email from the City approximately one month prior to their expiration date to remind them to renew their dog park pass.
- Must have a pass to use the dog park. No daily use permitted.

She stated that a survey was done in June 2015 asking how much people would be willing to pay to use the park and the top vote was recommended to be between \$16.00 to \$20.00.

They are proposing the following fees:

- Dog 1: Proposed City Fee for Resident \$20.00 for one year. Non-Resident \$30.00 for one year.
- Dog 2: Proposed City Fee for Resident \$15.00 for one year. Non-Resident \$25.00 for one year.

The surrounding Community average for a resident was \$25.00 for one year/one dog. Non-resident was \$27.50 for one year. She stated that the Parks Commission and Friends of the Dog Park also recommend the fees.

Councilmember Piekarski Krech asked how this fit in with the budget for maintenance at the dog park. Director Carlson responded that the information provided to the Council stated that they would collect some revenue for the introduction of the Dog Park, but that they didn't think it would generate enough revenue for the operations based on how many people would buy passes. Until they operate the dog park, they won't know the number of passes they would sell or what the expenses would be.

Councilmember Piekarski Krech asked what the fee schedule was. Director Carlson responded \$20.00. Councilmember Piekarski Krech commented that she would be comfortable with \$25.00. Director Carlson displayed the numbers from the Survey they did on dog park passes. He stated that their neighbors are charging \$20.00, and that Dakota Woods, which is County owned, charges \$40.00. They are suggesting \$20.00 here. Mayor Tourville suggested starting lower versus higher and then seeing how many are using it.

Recreation Superintendent Petersen discussed the Dog Park Rules as follows:

- Received at the time of registration/posted on the Website.
- Abbreviated rules posted on site.
- Park open 6:00 a.m. to 10:00 p.m. (same as all parks).
- Dogs must be properly vaccinated.
- Dog handler can have up to two dogs at one time in the park.

Marketing would be as follows:

- Use Website and Social Media sites to educate residents about Dog Licensing and the Dog Park.
- Work with Communications Staff to develop a campaign.
- Soft opening of the Dog Park this year with Grand Opening events in the Spring of 2019.
- Work with local Veterinarians to help encourage Dog Licensing.

Recreation Superintendent Petersen also updated them on the following information:

- Approximately 625 dogs licensed with about 8,000 dogs in the Community. 8% compliance with a goal of increasing that to 1,200 dogs or 15% compliance in 2019.
- Friends of the Inver Grove Heights Dog Park will help with annual Rabies Clinic with some of the proceeds going toward improvements in the park.
- Some of the proceeds could go to help defray the cost of the K-9 Unit.

Councilmember Perry asked if they could consider a person getting a license and the dog park fee, and that they get a 10% discount for getting both as an incentive. She asked why they are not doing the daily passes for the dog park. Recreation Superintendent Petersen responded that it would be difficult for them to come in for just a one-day pass.

She didn't believe many would do that. South St. Paul did that and didn't have much success. Mayor Tourville commented he didn't have a problem with bundling the fees and looking into a discount. He felt that could be a benefit. Superintendent Petersen responded that they would look into that and how it could work with their current software system. Mayor Tourville commented that this could be a great marketing tool. He stated that he has received numerous emails about the dog park, but also about how they are not addressing the cats that roam freely. His response was to deal with the dogs first.

Councilmember Hark asked what the actual pass looked like. Superintendent Petersen responded that they were still looking into that. One of the ideas was to use the pass similar to the Golf Course with a lanyard. They are still trying to decide whether it makes sense to have it be on the person or on the dog. Councilmember Piekarski Krech suggested they use something on the dog. She commented that when relatives come into town and want to use the dog park, she can't take them as they can't get a pass. She asked about those that want to check the park out and may not want to buy a year's pass. Recreation Superintendent Petersen responded that having a daily pass could be something the City Council could discuss further. She commented that if a visit would take place on a weekend, they would be unable to issue the daily pass.

Councilmember Hark commented that bike paths have an on your honor box and that people generally pay. Councilmember Piekarski Krech responded that you wouldn't know if the dog was licensed or vaccinated that way. Mayor Tourville asked if they could figure out a way to get a daily pass. He recommended that they also look into the bundling idea with a discount if you do both.

City Attorney Kuntz commented about the leash law stating that when you remove the "on command", people will read the rest of the Ordinance to figure out what they can do to not have a leash. The Ordinance states that you don't need a leash if you are within the boundaries of property owned or leased by the person owning the dog. He commented that the question that comes up is in multi-family housing areas such as townhomes, condominiums, etc., that have the common areas. Some people take the position that they are leasing the common area in conjunction with others. He commented that one question that comes up is that they will start saying that is a part of the leash law that they can use in the common area. He stated that they needed to address if you are a tenant in a townhome complex with others, you are not leasing all that common space you have the dog be on a leash.

Councilmember Piekarski Krech asked about manufactured home parks where people own the home but lease the land that it is on. She commented that it says they have to be on a leash all the time. She asked if that transfers over to townhomes and apartments too. Attorney Kuntz stated that the concept may be transferable, in terms of density analysis, but the words are not transferable. There are a number of large complexes that have common areas used by all. The first comment would be if they are leasing it, they don't have to use the leash.

Mayor Tourville recommended taking a look at other Cities leash laws to see what they have done. He commented that some complexes have buildings that allow dogs, with other buildings that do not.

Linda Dehrer Wendt, 1111 105th Street West, commented that she uses the Rich Valley Park complex one to four times a day and has called a lot regarding loose dogs. She asked how they are going to enforce the leash law as there cannot be a Police Officer at the parks monitoring this all the time. She asked how they are going to educate people of the policy at the parks. She displayed a sign that is used in Rosemount parks and felt it was a good idea to use as it mentions picking up dog waste, leashing your pet, and states what Ordinance it is and that it is the law. She displayed a photo of the current signs at Rich Valley Park that ask to clean up after your pet. She felt these signs are not doing the job with the growth of the City. She commented that Rich Valley Park looks great with the City Staff doing all they can to maintain. She stated that there are many that let their dogs run out there and they do not clean up after them. She asked about a sign there that says "Your Gov, report issues directly to your City and download the free app today". and asked where that information goes to.

City Clerk Michelle Tesser responded that those requests go to Park Staff and to PW Support Specialist Lissa Kramer, depending on what the issue is.

Ms. Dehrer Wendt commented that they have put a lot of issues out there report wise and questioned how often the information is looked at and what is done with it. City Clerk Tesser responded that it is checked daily and asked if she provides her contact information. Ms. Dehrer Wendt responded they submit these via text and has never received anything back. City Clerk Tesser didn't believe they have the capabilities to send a text back. City Administrator Lynch responded they do not have the capabilities to respond to texts. The information is seen daily by the Staff appropriate to the issue. Mayor Tourville asked that Staff check into texting or communicating back. He felt they needed to do a better job of communicating. City Administrator Lynch responded that they can't text back, but if given an email address or phone number they could get back to them that way.

Ms. Dehrer Wendt asked if they can do anything with the Vet Hospitals in the City to get the shots and licenses. Councilmember Piekarski Krech commented that a lot of Cities do it that way.

Ms. Dehrer Wendt commented that it was good that the information was available online. In the Spring there is an annual clinic to get the rabies shot, but during that timeframe you are not allowed to get a license. She stated that she got the rabies vaccination at her own vet clinic, and then came to the City to get her license and was told that she couldn't get the license until the Clinic was completed in April. Mayor Tourville commented that they needed to do a better job of coordinating that. He asked if they have considered doing it through the Vets and asked that they looked into working with the local clinics.

Ms. Dehrer Wendt asked if they could have a day pass or a weekend pass available on the website. It could be downloaded or shown on your phone.

Mayor Tourville commented that there are changes that are going to be taking place. He suggested advertising be done before the First Reading of the Ordinance.

Lesly Osborn, 1770 102nd Street East, lives on the backside of Rich Valley Park by the softball fields. She stated that she has fencing around her property because of the dogs that are loose. They used to have underground fencing, which kept her dogs in, but not other dogs out. She thanked them for considering the leash law and thanked all the Officers that have done a wonderful job coming out and talking to people. They have seen a big improvement with less dogs loose.

Councilmember Hark thought people were supposed to get a response back within 24 hours when using that App. He commented that if there is a text then why can't someone pick up a phone and call them back. He felt this needed to be acknowledged and addressed.

3) 2040 POLICING PLAN

Police Chief Paul Schnell stated that Deputy Chief Sean Folmar is passing out information on the 2017 Annual Report for the Police Department. He stated that Deputy Chief Folmar was in charge during that time frame and will be presenting that portion of the report.

Deputy Chief Sean Folmar presented an update on the 2017 Police Department Annual Report as follows:

- 2017 had an increase in calls for service, they rose to 32,319 from 25,583 in 2016.
- The busiest month was July.
- The day with the most calls for service was Friday.

- In 2017 the peak call service time was 9:00 p.m.
- In 2017 there was a total of 514 cases charged criminally. Including adult and juvenile. Of all severity levels. This figure is up from 472 in 2016.
- The number of traffic contacts was up significantly. Citations increased from 4,256 to 10,300.
- DWI arrests were up from 69 in 2016, to 157 in 2017.
- In 2017 the property damage accidents were down to 316 from 435.
- Personal injury accidents were down to 59 from 112.
- In 2017 there was not a fatal accident, compared to three of them in 2016.
- In 2017 the following two large expenditures were brought before the City Council and approved:
 - o The entire Department was trained in a 40-hour crisis intervention training program.
 - o The Department was trained and equipped in crowd control.
- The Department continues to operate the drug take back program and disposes of them in a proper manner.
 - o In 2017 the Department collected over 695 pounds of prescription medication.
- In 2017 the Department continued its countywide partnerships with the MAG Team, which will be renamed South Metro SWAT to reflect the addition of Rice County and the City of Faribault to the group.
- The City continues to partner with the Electronic Crime Unit, Domestic Preparedness Committee, and the Traffic Safety Group.

In 2017, the Department participated in the following:

- Night to Unite
- Safety Fair
- Citizens Academy
- Half Pint Safety Camp
- Regular Safety Camp
- Lions Pancake Breakfast
- May Day 5K
- Inver Grove Heights Days
- Back to School Bash
- Boo Bash
- Shop with a Cop

Deputy Chief Folmar commented that he listed the above items to show their commitment to the Community and to praise the Reserve program because without them, these events could not be as successful as they are. The Reserves play a huge role in Community events and provide support and assistance whenever they are called upon.

Mayor Tourville appreciated the review. Deputy Chief Folmar commented that it would be available on the Website tomorrow morning and that the City Clerk will also have a copy available at City Hall. Police Chief Schnell thanked Sean and Josh for the great job they did with the Department for 18 months.

Police Chief Schnell introduced an update on what the Police Department could look like in 2040. He stated they would not ask for additional sworn personnel unless there was a need. When they do ask, they will look for ways to provide a return on the investment. Staffing Models for Future Requests are as follows:

- 1) Crime Trends (Crime Up – Cops Up).
- 2) Per-Capita Approach (Police to Population).
- 3) Minimum Staffing (Creating and maintaining shift minimums).
- 4) Budgeted (Authorized strength levels based on annual request).

5) Workload-Based Models (Multi-dimensional analysis – CFS type, units responding, response time, seasonal variation).

Bureau of Justice Statistics: The way they assess the number of Officers an Agency has is as follows:

- In National surveying of Law Enforcement Agencies serving a population of 25,000 to 49,999 had an average ratio of 1.98 Police Officers per 1,000 residents.
- If this ratio were to be applied to IGH, our sworn strength would be 61 Officers versus the current authorized strength of 40.
- IGH present ratio is 1.18 per 1,000 residents.
- Minnesota is typically lower than the National average.

He stated for comparison to name a few, Police Population Ratios from 2016 are as follows:

-St. Paul	2.06 Officers/1,000 population
-Inver Grove Heights	1.11 Officers/1,000 population
-Minnesota	1.46 Officers/1,000 population

Methods for Staffing Analysis: Police to Population Ratios

- Not a recommended model for staffing.
- Does not reflect Community complexity (i.e. unique factors, minimum lot sizes, College Community, etc.).
- Does not reflect Community dynamics (i.e. socioeconomics, business development emphasis, presence of retail, etc.).
- Does not reflect the complexity of Patrol staffing allocation.

Workload Model – The “Rule of 60” looks at the following Three Critical Variables:

- 1) Approximately 60% of the Department’s total number of Sworn Officers should be assigned to the Patrol function.
- 2) The average Patrol workload should not exceed 60% (Community initiated CFS, Police initiated CFS, out of service/admin time, and directed Patrols).
- 3) Total Service Time (Officer-minutes) should not exceed a Factor of 60 (Recognizes a need to plan on 25% of schedule force being unavailable). The decision to move to a 12-hour shift addresses some of that and provides some flexibility and compacity for the Department to respond to this.

He stated that the Inver Grove Heights Police Department uses components of all models but closer analysis is required. The closer Patrol gets to a 60% workload saturation, the Policing model becomes reactive. A 60%+, Officers utilize a readiness model (availability for 911 calls for service and reducing proactivity and targeted Patrols).

He stated that they did a workload analysis and commented on the following in Peak Demand:

- While additional analysis is required, partial analysis of staffing data from June and July indicated spikes at or above 60% with the sustained workload average in the mid to upper 40th percentile.
- Implementation of Police Cadet Program and full review of and possible shifts in current service offerings could slow the expected growth in the workload average (i.e. lockouts, lift assists, calls to medical facilities, emergency medical response, etc.). These become ways to build capacity without adding additional personnel.

IGH Crime by the Numbers: Crime per 100,000 Population:

Eagan	1,775/100,000 (lower crime index in Dakota County)
Shakopee	2,125/100,000
Inver Grove Heights	2,508/100,000
Burnsville	2,882/100,000 (has high levels of retail)

Maplewood 4,514/100,000 (has high levels of retail)
Roseville 5,240/100,000 (has high levels of retail)
Socioeconomic differences create many differences as listed above.

He listed crime in Inver Grove Heights as follows:

- Nearly 70% of all crime in Inver Grove Heights is theft related.
- 13% Burglaries
- 8% Auto Theft
- 5% Assaults
- 3% Sexual Assault
- 2% Other

Councilmember Piekarski Krech asked if vandalism and property damage is listed under "Other". Police Chief Schnell responded that it is, and that it is looked at as Felony level crimes.

He continued with the chance of Crime Victimization in Inver Grove Heights as follows:

- 1 in 418 for violent crime
- 1 in 45 for property crime
- 1 in 40 generally

Inver Grove Heights is safer than 22% of Minnesota Cities and 45% safer than Cities in the United States. The reports for the 2017 Crime data was released by the FBI on 9/24/2018. Following is the 2015 to 2016 year over crime increase:

- Violent Crime was up 12% (+20 incidents)
- Property Crime was up 13% (+250 incidents)

He stated that future age and economics matter. The Free and Reduced School Lunch Program in Independent School District 199 in Inver Grove Heights has a +/-45% of enrolled students who qualify for the free and reduced lunch program. They know the growth in the City would be in the western portion near the Eagan and Rosemount border and that the impact around that would not be felt here. He commented that the City should also be thinking about the older housing stock on the north end of the City, which could go to young families and first-time home buyers. This is to the benefit of the School District and the City versus seeing higher level housings being flipped for rental properties.

He stated the following in regards to Supportive Living, Group Homes, etc.:

- Programs are necessary to meet the needs of special populations.
- Nursing and supportive living can create significant demand for EMS & Investigative (elder/vulnerable adult) resources.
- Group Homes can create profound service demand (i.e. crisis services, resident walk away, non-compliant/combatative residents, etc.). Neighboring Cities have had several of these in their Communities. Some Cities look into charging a one-time fee to help fund additional services needed by that program. He spoke with a group home that was looking for sites, and they pay for one full-time Police Officer for the City.
- City may not have the ability to control the site of program placement or density of programs.

He addressed future growth questions in the Northwest Area stating that the type of development there can have significant demand on growth. They do not know yet what extent the Vikings campus in Eagan will create in terms of public safety demand and to what extent the cost of that demand will be to economic development in our City.

He continued with the 2040 Draft Comprehensive Plan and highlighted the following:

- Population – 46,700
- Need to meet the needs of both an aging population and an increase of young families migrating to IGH.
- Income projections show indication of a shrinking middle class with the more affluent population becoming more affluent, and those less affluent getting lesser affluent.

He stated the need to consider going forward in regard to Policy Governance – Police Service as follows:

- What level of Police service does the City need to provide?
- What level of Police service is desired by City leaders and residents?
- What level of service can be financially sustained?
- To what extent are Policing outputs (Police activities engaged in) and outcomes reflect a public safety (return on investment) ROI?

He listed the following Base-Level Service Examples:

- 911 Services – Dakota DCC.
- Police emergency and call-for-service response.
- Case/call field investigation & documentation.
- Assignment to investigations based on presence of considerable solvability.
- Limited Patrol & traffic enforcement – problem-focused.
- Limited crime prevention services or Community engagement programming.
 - o Presence required (i.e. IGH Days).
 - o

Mid-Level Services Examples: Base-Level Service PLUS:

- Broader engagement in crime prevention efforts.
 - o Crime free multi-housing, neighborhood watch, crime prevention through environmental design, etc.).
- Slight expansion of investigative solvability factor assessment and case assignment to Investigations Unit.
- Proactive-Patrol services near or at 60%.

High-Level Service Examples: Mid-Level Service, PLUS:

- Community engagement efforts.
- Investigative “screen-in” for cases with possible solvability.
- Neighborhood-based proactive Patrol services.
- Targeted problem-solving to reduce the risk of a return call.
- Limited “que response” in non-emergency calls (response time). Make sure they are telling the Community that they are investing in problem solving.
- Crime and problem analysis - targeted deployment based on need.
- Layered (duplicative) EMS response. As they look at the EMS response today, they send Police, Duty Crew, and Health East. The entity that has primary obligation to provide EMS in the City is Health East, it’s their obligation to provide that and is heavily supported by the City.

He stated that these are some of the ways that they can think about in terms of services. He commented that some Cities create a menu of things they do, value, or what they want, and then they try to monetize that as they make budgeting decisions going forward.

Chief Schnell listed the following as Maximize Efficiency:

- Use of technology.
- Service-sharing options. Could become a reality in the future, it is a way of reducing some administrative and overhead costs.

- Targeted service reduction (i.e., lockouts, medicals).
- Evidence-based practice – emphasis focus on what works. Discontinue doing things that no longer work.
- Increased collaboration with and between Inver Grove Heights and area NGO's (Non-Government Organizations), County Social Services/Corrections programs to ensure the application of the “right resources, at the right time, for the right reason”.

He commented about one example is an apartment that has had 93 calls since the beginning of the year. The calls have been for mental health, medical, reports of crime (unsubstantiated), harassment and commented that this is a person who has very complex needs. They are repeatedly responding there.

He listed other Efficiency Possibilities as follows:

- Use of Non-Sworn resources (i.e. Cadets) to maximize the use, expertise, and training licensed Peace Officers.
- Online reporting or “tele-reporting” of certain crimes.
- Analytics – Crime and call analysis that includes predictive Policing and focused deployment. This helps put the correct resources in place.

He briefly went over the 2019 to 2023 Budget Requests – Sworn Personnel, stating that he wanted the Council to be aware of the needs coming forward as he had met with them previously on the subject. This shows growth, but gives a sense of what will follow:

- Patrol Officers (x2) addition – 2023
- Special Enforcement Unit (x2 Officers, x1 Sergeant) - 2023
- Property/Evidence Technician (x1 non-sworn) – 2020
- Records Unit Supervisor (Position upgrade) – 2021
- Investigator (x2) Addition – 2025
- Patrol Team (x2) Power Shift Add – 2026
- Patrol Sergeant Addition (x2) – 2027
- Expansion of Police Cadet Program – 2025
- Crime Analyst (x1) – 2025
- Patrol Team (x2) Power Shift Add – 2030
- Patrol Team (x4) Patrol Team Add – 2032
- Investigations (x1) and Special Enforcement (x1) – 2036

He stated that this is looking at the Comp Plans expectations around population growth and what the future may bring by way of development. He stated these should be considered:

- Expansion of School Resource Officer Program and potential for contractual relationship with Inver Hills Community College – contract development.
- Need for/interest in participating in future multi-jurisdictional task forces. Number of these are being discussed.
- Shared service arrangements.
- Demand for specialized services – i.e. co-located mental health professional. They have an advocate that is co-allocated here which helps them stay focused and connected with those who suffer from mental health.
- Code enforcement program. Working more collaboratively with the Fire Marshall on problem properties.

Other positive influences on Police Service needs in Inver Grove Heights are:

- Well-designed, managed, and maintained street system.
- Availability of parks and robust recreation programming.
- Thoughtful planning around future development.

- o What creates increased demand?
- o Payment for excessive consumption? One-time? On-going?
- Re-investment in existing private and public infrastructure.
- Proactive building, property, Fire Code compliance efforts.

He stated that the next steps are as follows:

- Ongoing discussions focused on service, quality, and outcome metrics.
- Possible establishment of a Public Safety Advisory Commission – Meeting 3 to 4 times a year. This is way for people in the Community to know what takes place within Police Departments. He commented that at the beginning of this meeting he was notified that two of their Officers were dispatched to Hastings where there was an Officer involved fatal shooting. That can happen anywhere. He was unsure of those circumstances but could see there was significant attention focused on Policing.
- Develop broad cost estimates for base-level, mid-level, and high level.
- Develop “cost-tails” budget – squads, technology, equipment, etc.

Police Chief Schnell stated that was a quick overview of a few things they thought they should spend time on and see if there are any questions and how the Council would like to proceed.

Mayor Tourville appreciated the information. He commented that one of the questions they are often asked is what the City Council will do next in terms of Public Safety, which is a key issue.

Councilmember Piekarski Krech was impressed and thanked Chief Schnell for the information. She stated that she looks forward to looking into the 60% and what they need to do and how soon they need to do it. They need to be proactive and look ahead. Finance is the critical issue within the City. She stated she had an experience with a medical call and having to transport her husband. The Police Officer was the first one there until the Ambulance arrived. She said it was a comfort to have someone there. She commented that the biggest item was the response time and who could get there the fastest.

Councilmember Bartholomew asked about maximizing efficiencies and non-government agencies or organizations and asked if they are talking to Church Advocacy groups, outreach groups and non-profits. Chief Schnell responded that some of the calls they are getting are for people in need. He commented that sometimes they have people who are sleeping in cars, which shows that there is a need, they have no food and little housing. He stated there are opportunities for those types of groups to become more involved. Councilmember Bartholomew commented that this could be where Community involvement comes in. A task force could work with the Police Department and the City.

Councilmember Bartholomew had a question about Parks and the Recreation programming and their budget and asked to see some examples nationally to show how they stack up in comparison to our City and larger Cities. Police Chief Schnell commented that he makes that a point because having those types of programs helps a Community. He responded that he could pull some data for the Council.

Councilmember Hark commented that he finds the Public Safety Advisory Commission idea interesting. He stated that the School District has a Commission that he is on and he finds it helpful as it gives people the school's perspective and how they should deal with these issues. He stated that the people on the Commission push the information out to the neighborhood. He commented that he felt that advisory committee made sense with Policing in today's world to give people an understanding of the Police Department's perspective. He commented that this was an easy way for everyone to come out ahead. Police Chief Schnell commented that he was involved in a similar group in Maplewood and that it was a great experience for Community members and the Police Department. This gives both groups an understanding that they didn't have before.

B. ADJOURN

Motion by Perry second by Hark to adjourn the meeting at 9:44 p.m.

Ayes: 5

Nays: 0 Motion carried.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 8, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, October 8, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Hark, and Perry; City Attorney Kuntz, City Administrator Lynch, Public Works Director Thureen, City Planner Hunting, Community Development Director Gundlach, City Clerk Tesser, and Finance Director Smith. Absent were: Recording Clerk Yourczek.

3. PRESENTATIONS:

A. Introduction of Sharon Madsen, Communication Manager

City Administrator Joe Lynch introduced the new Communications Manager, Sharon Madsen, and stated that she has a Bachelor of Science in Communication Studies from the University of Northwestern in St. Paul, MN. For the last six years she has been the Communications Coordinator for the City of Cottage Grove. While there she produced two Award winning video series. He stated that five years prior to that, she was the Communications and Media Relations Specialist for Dakota County. She brings experience such as a Master Communication Plan, Social Media Platform Integration, Branding, and an increased communication presence for all agencies.

Sharon Madsen, Communications Manager, stated that she has spent the last six years at the City of Cottage Grove as their Communications Coordinator. While there she helped raise the level of communications and engaged with residents. She is looking forward to doing the same here. She commented that it was the beginning of her fourth week and that she has had tours from City Staff and meetings with Department Heads to see what their needs are and what they would like to see moving forward. She stated that one of the first projects she would be working on is developing a Strategic Communications Plan for the City. The first step of the plan would involve doing a communications audit. This would allow them to look at what they are doing now before moving forward. She stated that part of the audit involves looking at how they have used Social Media, their branding and style guides, so that they can have a consistent cohesive look for the City.

She stated that she is working with the Communications Specialist to develop editorial calendars. In working with Social Media, she has already added the City on the following two new accounts:

- 1) Nextdoor. A communication tool they can use with neighborhoods to get information out.
- 2) Instagram. The Park and Recreation Department already has a presence here, now the City has one as well. Instagram is the fastest going Social Media channel, second to Facebook.

Other items she will be working on include:

- Would like to see an increased presence with video worked into their Communications Plan. She stated that she has met with Town Square Television Producers to see what they can do to get a better presence.
- Would like to include a short summary of actions being taken by the Council on the Website after City Council meetings so the Community can be aware of what is going on.
- Increased presence in the Community. She commented that she will be out and about within the Community meeting with people, talking with them about what they love about the Community, what's going on, and just having a presence as they look for positive stories to promote the City.

Councilmember Bartholomew asked if the after-meeting messages were planned just for the Website or if it would be planned across all of the Social Media platforms.

Communications Manager Madsen responded that she was planning on putting it on the Website but could look into other avenues.

Mayor Tourville commented that a lot of Cities have opened up a suggestion area for stories. This could be a way, not just for Council information but also for Community members to share their stories.

Mayor Tourville stated he looks forward to the additional communication pieces, which is one of the areas most people want more of within the Community.

Mayor Tourville stated that Fire Prevention week began on Sunday and goes until next week. Next Sunday, October 14th is the Open House for the Inver Grove Heights Fire Department at Station 3 on Upper 55th and Babcock, from 11:00am to 2:00pm. They will have tours, safety updates, equipment, lunch and can meet the Inver Grove Heights Fire Department Personnel. This is a family-friendly event.

4. CONSENT AGENDA:

A. Minutes of September 24, 2018 City Council Meeting Minutes.

B. Resolution 18-206 Approving Disbursements for Period Ending October 2, 2018.

C. Consider **Resolution 18-207** Approving of a Joint Powers Agreement with Dakota County to Receive Environmental Legacy Fund (ELF) Grant Funding to Support Development of Heritage Village Park.

D. Consider Pay Request No 2 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722.

E. RONIE AVILES – CASE NO. 18-52C; Approve a **Resolution 18-208** for a Conditional Use Permit to Exceed the Maximum Impervious Surface Allowed on the Property Located at 8811 Aviary Path.

F. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for 7107 Blake Path (Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows).

G. Consider a **Resolution 18-209** Approving the Operations and Maintenance Manual and One-Year Evaluation Report and Operations and Maintenance Manual for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge from Barr Engineering Company.

H. Resolution 18-210 Accepting Proposal for and Authorizing Municipal Water Supply Well Field Analysis – City Project No. 2018-16.

I. Schedule Public Hearing on Development Fees.

J. Approve a Revision to the Public Expenditure Policy to Accommodate Expenditures Related to Wellness, Volunteer and Retirement Recognition Events.

K. Consider Amending the November 13, 2017 Contract between the City and Five Bugles Design (Wendel) to include an Amendment of Professional Services for Additional Stormwater and Utility Services for Project 2014-10 Fire Station #2 New Construction.

L. Consider Awarding Contract for Special Inspections and Material Testing Services to Professional Services Industries, Inc. (PSI) for Fire Station.

M. Consider Awarding Contract for Replacing Floor Grates, Trenches and Fixing Crumbling Concrete in Center Apparatus Bay at Station 1.

N. Personnel Action.

Motion by Bartholomew second by Hark to approve Consent Agenda Items 4A-N.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

A. Consider Approval of Massage Therapist Business License for TZ LLC dba Sunny Asian Massage, 5798 Blackshire Path.

City Clerk Michelle Tesser stated that this item is for a therapeutic massage business license. The business currently has a license in the City. Hong (Wendy) Jun Liao Duray is purchasing the existing business and has a current individual Massage License with the City of Inver Grove Heights and has since 2016. The Public Hearing was published in the Southwest Review on September 23rd. She stated that all fees and insurance documentation has been provided, as well as the therapeutic massage training and good character references. Nothing was found in the background check.

Hong Jun Liao Duray, South St. Paul, introduced herself to the Council.

Motion by Hark second by Perry to close the Public Hearing at 7:11PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark second by Perry to approve to Consider Approval of Massage Therapist Business License for TZ LLC dba Sunny Asian Massage, 5798 Blackshire Path.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:**COMMUNITY DEVELOPMENT:**

A. GRIES ARCHITECTURAL GROUP; Consider a Resolution relating to a Conditional Use Permit to Allow Automobile and Off Highway Vehicle Sales on the Property Located at 1350 50th Street. Resolution 18-211.

City Planner Allan Hunting stated that an existing auto dealer in town is proposing to repurpose the Best Buy building into an automotive sales and primarily, a service location. There will be no new additions to the building or site and the site plan will remain as is. He stated that the parking lot will be used for employees, service and inventory parking. The interior will be remodeled into service bays, office, and small sales area. The exterior will have the addition of service doors. He stated that the auto use is a Conditional Use Permit, B-3 District, has the proper zoning, and is surrounded by other automobile dealers. He stated that Staff feels this is the appropriate use and recommends approval. The Planning Commission also recommends approval.

Jeff Stearns, General Manager of Inver Grove Toyota, 2052 Boulder Road, Chanhassen, MN, thanked the Staff for all of their help.

Mayor Tourville asked if he would service and sell Toyotas out of the location.

Mr. Stearns responded yes. He stated that it is a requirement by both the City and Toyota that they display and sell cars at the location.

Motion by Piekarski Krech second by Perry to approve GRIES ARCHITECTURAL GROUP; to Consider a Resolution 18-211 relating to a Conditional Use Permit to Allow Automobile and Off Highway Vehicle Sales on the Property Located at 1350 50th Street.

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider an Ordinance Amendment to the Accessory Dwelling Unit Ordinance Relating to Units in Detached Accessory Structures.

City Planner Hunting stated that this item is a clean-up and clarification to the Ordinance. He stated that during a number of the revisions they addressed the size of the units, be it in the house, or the detached structure. He commented that they accidentally left out one of the size categories for the detached accessory structures. It is capped at 1,600 square feet and the Ordinance allows larger accessory structures up to 2,400 square feet. He commented that he didn't find any discussion that it was intentional to cap it to that point. He stated that there wasn't any other change to the content, this is just stating that the ADU (accessory dwelling units) can be in a detached accessory structure provided it meets all performance standards of the Zoning Ordinance. Staff is recommending that Council approve this on a First Reading. He commented that the reason for that is because it came to Staff by a resident who wants to put an accessory dwelling unit in. Staff said there was no Variance needed and that the City should run this Amendment through so they can get this done in a quicker time and can begin construction on their accessory dwelling unit.

City Attorney Tim Kuntz stated that if the Council was to consider this they would need two Motions. The first would be a Motion to consider the Reading passage at one Reading, and for that Motion to pass it requires a unanimous vote. If that Motion passes, the second Motion would be to approve the Amendment which would require the normal majority vote.

Motion by Bartholomew second by Piekarski Krech to suspend the three Readings of the Ordinance.

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark second by Perry to approve to the Ordinance Amendment relating to the Accessory Dwelling Units.

Ayes: 5

Nays: 0 Motion carried.

FINANCE:**C. Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2019.**

Finance Director Kristi Smith stated that they are asking for the First Reading amending the fees for Development Fees. If Council were to move forward those would be in effect January 1, 2019. She stated that on this evening's Consent Agenda they set the Public Hearing to be at the same time as the Second Reading which would be November 13th. The Third Reading would be on December 10th. The fees that are proposed to be increased would be a 3.5% increase for water and sewer would be about a 5% increase. She stated that these are based on financial projections that were completed by Ehlers in May 2016. She stated that there are also proposed changes to land use fees and escrows brought forward by the Planning Department. Staff recommends approval of the First Reading of the Ordinance.

Councilmember Piekarski Krech asked if she could put together, along with the Planning Department, amounts for what the current fee structure is now, and what they would be in 2019 for one acre of land.

Finance Director Smith asked if they were looking at an acre of land within the northwest area.

Councilmember Piekarski Krech responded yes.

Mayor Tourville asked if she was looking for development fees for single family or multi-family.

Councilmember Piekarski Krech responded that she was looking at the sewer and water charges. She commented that adding this up was way over the value of the land. She asked if there was any value in developing when they get to that scenario.

Finance Director Smith responded that in the 2016 study that Ehlers put together, they had put together some scenarios within the Northwest area. She commented that she had updated those figures last year and can bring forward those same scenarios for the Council.

Councilmember Hark questioned the escrow fees, which he felt has gone up significantly relative to the other increases. He asked for more information and if they have been short on that.

Finance Director Smith responded yes and that the Planning Department would tell them that those fees are more in line with the costs that are being incurred for those specific permits. She stated that a couple of years ago they sent out invoices to those escrow account holders. She commented that not wanting to collect after the fact, this gives them the funds up front if there are any funds remaining at the end of the project and if there were, those funds would be returned to the owner.

City Planner Hunting explained that they have experienced that costs are getting higher and they are having to spend more time sending out bills afterwards because they have used up the escrow. He stated that they haven't increased those fees in about five years, and that he is comparing them to other Cities. He commented that in seeing their actual experience, they need to collect some more money up front.

Finance Director Smith commented that this information will be available on the Website in the next few days. It will also be sent out to the River Heights Chamber so they can see what changes are proposed and to wait for any possible responses.

Motion by Piekarski Krech second by Bartholomew to approve to Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2019.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

City Clerk Tesser stated that they have students here this evening from Cretin Derham Hall for a class.

Mayor Tourville thanked them for attending.

Councilmember Hark commented that it was nice to have Highway 3 open again.

Mayor Tourville commented that Broderick was open as well. There are still some areas that are being finished up. He stated that the Legislature and the Bonding Group helped them with one million dollars to help lower assessments, which was welcomed.

9. EXECUTIVE SESSION:

Pursuant to Minn. Stat. § 13D.05, Subd. 2(b) preliminary consideration by City Council of allegations against employee/Officer Steve Her.

City Attorney Kuntz stated that under Minn. Stat. § 13D.05, Subd. 2(b) there are provisions which state that if an allegation is made against one of the City employees, the City Council shall go into a closed-door

session for preliminary consideration to determine whether that allegation may be warranted. This is a preliminary consideration by the Council, it is not any final action by the Council. He stated that this evening, the Council is asked to do that with respect to an allegation made against Officer/employee Steve Her. They are asking the Council to make a Motion to proceed into a closed-door Executive Session Pursuant to Stat. § 13D.05, Subd. 2(b) for preliminary consideration of those allegations.

Motion by Piekarski Krech second by Perry to move into a closed-door Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 2(b) preliminary consideration by City Council of allegations against employee/Officer Steve Her.

Ayes: 5

Nays: 0 Motion carried.

The regular City Council Meeting was adjourned at 7:28 p.m.

Motion by Hark second by Bartholomew to adjourn the Executive Session at 8:37 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 22, 2018
 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 October 3. 2018 to October 17, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 17, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$757,541.33
Debt Service & Capital Projects	1,501,232.47
Enterprise & Internal Service	418,186.09
Escrows	332.64
Grand Total for All Funds	<u><u>\$2,677,292.53</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 October 3. 2018 to October 17, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING October 17, 2018**

WHEREAS, a list of disbursements for the period ending October 17, 2018 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	\$757,541.33
Debt Service & Capital Projects	1,501,232.47
Enterprise & Internal Service	418,186.09
Escrows	332.64
Grand Total for All Funds	<u><u>\$2,677,292.53</u></u>

Adopted by the City Council of Inver Grove Heights this 22nd day of October, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/03/2018 - 10/17/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0079049	10/12/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0079050	10/12/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	92.00
ASPEN MILLS	224020	10/09/2018	550771GHPD	101.42.4000.421.60045	344.30
ASPEN MILLS	224021	10/09/2018	550771GHPD	101.42.4000.421.60045	191.95
ASPEN MILLS	224423	10/09/2018	550771	101.42.4200.423.60045	61.80
ASPEN MILLS	224582	10/16/2018	550771	101.42.4200.423.60045	188.85
ASPEN MILLS	224583	10/16/2018	550771	101.42.4200.423.60045	46.50
ASPEN MILLS	224823	10/16/2018	550771	101.42.4200.423.60045	188.85
BARNA, GUZY, & STEFFEN LTD	193638	10/16/2018	50003-005	101.41.1100.413.30430	1,378.00
BETTS, BETH	1078	10/16/2018	10/1/18	101.44.6000.451.30700	606.50
BITUMINOUS ROADWAYS, INC.	27637	10/09/2018	35265	101.43.5200.443.60016	78,726.74
BITUMINOUS ROADWAYS, INC.	27745	10/16/2018	INVERGRV01	101.43.5200.443.60016	1,833.22
BJORKLUND COMPENSATION CONSULT	00003956	10/09/2018	9/24/18	101.41.1100.413.30500	1,094.88
BUREAU OF CRIMINAL APPREHENSION	00000503684	10/09/2018	9/30/18	101.42.4000.421.40044	390.00
C.J. SPRAY, INC.	3120165	10/09/2018	1092281	101.43.5200.443.60016	30.70
C.J. SPRAY, INC.	3120359	10/16/2018	109206	101.43.5200.443.60016	151.84
CENTURY LINK	9/19/18 651 455 9072 782	10/09/2018	651 455 9072 782	101.42.4200.423.50020	39.89
CHAMPION TANK SERVICES	914-3	10/16/2018	10/1/18	101.44.6000.451.40047	7,100.00
CITY OF MINNEAPOLIS RECEIVABLES	400451002347	10/09/2018	612005356	101.42.4000.421.30700	1,242.90
CITY OF SAINT PAUL	IN00031222	10/16/2018	76	101.43.5200.443.60016	2,286.02
COLLINS ELECTRICAL CONST.	1832348.01	10/16/2018	9/26/18	101.43.5200.443.40046	193.75
COMCAST	10/5/18 8772 10 591 0359526	10/16/2018	8772 10 591 0359526	101.42.4200.423.30700	10.53
CRAWFORD DOOR SALES COMPANY	31515	10/09/2018	4373	101.42.4200.423.40040	1,745.00
CULLIGAN	9/30/18 157-98459100-6	10/16/2018	157-98459100-6	101.42.4200.423.60065	94.50
CZECK LAWN CARE AND SNOW SERVICE	1389	10/16/2018	9/30/18	101.43.5200.443.40046	1,550.00
DAKOTA COMMUNICATIONS CENTER	IG2018-11	10/16/2018	NOVEMBER 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-11	10/16/2018	NOVEMBER 2018	101.42.4200.423.70502	5,907.50
DAKOTA CTY PROP TAXATION & RECORDS	10/4/18	10/16/2018	9/18/18-9/25/18	101.45.0000.3413000	828.00
EFTPS	INV0079072	10/12/2018	FEDERAL WITHHOLDING	101.203.2030200	48,001.99
EFTPS	INV0079074	10/12/2018	MEDICARE WITHHOLDING	101.203.2030500	14,632.22
EFTPS	INV0079075	10/12/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	42,658.08
EFTPS	INV0079077	10/12/2018	FEDERAL WITHHOLDING	101.203.2030200	132.84
EFTPS	INV0079079	10/12/2018	MEDICARE WITHHOLDING	101.203.2030500	194.10
EFTPS	INV0079080	10/12/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	829.98
ESS BROTHERS & SONS INC	YY3627	10/09/2018	6/27/18	101.43.5200.443.60016	384.00
ESS BROTHERS & SONS INC	YY7186	10/16/2018	9/17/18	101.43.5200.443.60016	2,069.00
EYEMED	OCTOBER 2018	10/09/2018	OCTOBER 2018	101.203.2032700	268.73
FORCE AMERICA, INC.	IN001-1280363	10/16/2018	366100	101.43.5200.443.30700	108.46
GENESIS EMPLOYEE BENEFITS ACH ON	INV0079054	10/12/2018	HSA ELECTION-FAMILY	101.203.2032500	2,952.01
GENESIS EMPLOYEE BENEFITS ACH ON	INV0079055	10/12/2018	HSA ELECTION-SINGLE	101.203.2032500	4,557.45
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.42.4000.421.30550	279.35
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.44.6000.451.30550	48.51
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.45.3000.419.30550	22.34
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	101.45.3300.419.30550	36.50
GERTENS	38021/6	10/09/2018	103566	101.44.6000.451.60016	206.75
GERTENS	38258/6	10/09/2018	103566	101.44.6000.451.60016	449.10
GERTENS	38271/6	10/09/2018	103566	101.44.6000.451.60016	758.10
GERTENS	38356/6	10/16/2018	103566	101.44.6000.451.60016	598.50
GLS COMPANIES	163766	10/09/2018	228078	101.41.1100.413.50032	2,405.63
HEALTHFAST MEDICAL TRANSPORTATION	18-41044	10/09/2018	9/19/18	101.42.4000.421.30700	85.00
HENNEPIN TECHNICAL COLLEGE	00387551	10/09/2018	14188012	101.42.4000.421.50080	22,000.00
HOME ENERGY CENTER	2018-49647	10/09/2018	PROJECT CANCELLED	101.45.0000.3224000	64.00
HORWITZ NS/I	PRMH2018001723	10/09/2018	OVERPAYMENT PERMIT	101.207.2070100	0.20
HORWITZ NS/I	PRMH2018001723	10/09/2018	OVERPAYMENT PERMIT	101.45.0000.3224000	8.00
ICMA RETIREMENT TRUST - 457	INV0079048	10/12/2018	457 - ROTH AGE 50+	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0079056	10/12/2018	ICMA-AGE <49 %	101.203.2031400	7,319.77
ICMA RETIREMENT TRUST - 457	INV0079057	10/12/2018	ICMA-AGE <49	101.203.2031400	5,201.54
ICMA RETIREMENT TRUST - 457	INV0079058	10/12/2018	ICMA-AGE 50+ %	101.203.2031400	1,067.55
ICMA RETIREMENT TRUST - 457	INV0079059	10/12/2018	ICMA-AGE 50+	101.203.2031400	5,401.91
ICMA RETIREMENT TRUST - 457	INV0079060	10/12/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0079069	10/12/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,143.07
ICMA RETIREMENT TRUST - 457	INV0079070	10/12/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
ICMA RETIREMENT TRUST - 457	INV0079076	10/12/2018	ICMA-AGE 50+ %	101.203.2031400	5,020.05

IGH FIRE RELIEF ASSN	2018 FIRE STATE AID	10/16/2018	2018 FIRE STATE AID	101.42.4200.423.20500	203,307.82
ING DIRECT	INV0079081	10/12/2018	MSRS-HCSP	101.203.2032200	20,389.41
INSIGHT EDGE	1548	10/16/2018	10/9/18	101.41.1100.413.30700	1,500.00
IUOE	INV0079061	10/12/2018	UNION DUES IUOE	101.203.2031000	1,183.44
KEEPRS, INC	386728	10/16/2018	INVERG0015	101.42.4000.421.60045	175.97
KENISON, TERRI	SEPTEMBER 2018	10/09/2018	SEPTEMBER 2018	101.42.4200.423.30700	850.00
LANGUAGE LINE SERVICES	4417560	10/16/2018	9020909043	101.42.4200.421.50020	56.24
LELS	INV0079062	10/12/2018	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0079071	10/12/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	8/31/18 92000E	10/09/2018	92000E	101.42.4000.421.30410	21,053.39
LEVANDER, GILLEN & MILLER P.A.	9/30/18 92000E	10/16/2018	92000E	101.42.4000.421.30410	18,456.10
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	101.41.1200.414.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	101.41.1200.414.50025	17.25
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	101.45.3200.419.50025	23.00
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LION FIRST RESPONDER PPE, INC.	30141357	10/09/2018	279269	101.42.4200.423.60018	168.50
LOCAL GOVERNMENT INFORMATION SY	45978	10/09/2018	106325	101.42.4000.421.70501	2,087.00
LOCAL GOVERNMENT INFORMATION SY	45987	10/09/2018	111541	101.42.4200.423.30700	137.00
LONE OAK GRAPHICS INC	38154	10/09/2018	8150	101.45.3300.419.50030	180.28
LONE OAK GRAPHICS INC	38349A	10/16/2018	8150	101.45.3300.419.50030	97.00
M & J SERVICES, LLC	1918	10/16/2018	10/8/18	101.43.5200.443.40046	300.00
M & J SERVICES, LLC	1919	10/16/2018	10/8/18	101.44.6000.451.30700	680.00
MADISON NATIONAL LIFE INSURANCE CO	1315856	10/09/2018	OCTOBER 2018	101.203.2031700	2,678.02
MATTHEW D HENNING	1495	10/16/2018	10/1/18	101.42.4000.421.60065	68.00
MINNEAPOLIS OXYGEN CO.	00031617	10/16/2018	01910	101.42.4200.423.30700	69.30
MINNEAPOLIS OXYGEN CO.	00031618	10/16/2018	01915	101.42.4200.423.30700	69.30
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0079051	10/12/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0079052	10/12/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	294.18
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0079053	10/12/2018	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	190.49
MN DEPT OF REVENUE	INV0079073	10/12/2018	STATE WITHHOLDING	101.203.2030300	22,765.34
MN DEPT OF REVENUE	INV0079078	10/12/2018	STATE WITHHOLDING	101.203.2030300	71.31
MN GLOVE & SAFETY, INC.	310701	10/09/2018	CTINVE	101.43.5200.443.60045	95.00
MN GLOVE & SAFETY, INC.	310725	10/16/2018	CTINVE	101.43.5200.443.60045	309.95
MN GLOVE & SAFETY, INC.	310857	10/16/2018	CTINVE	101.43.5200.443.60045	108.99
MN LIFE INSURANCE CO	OCTOBER 2018	10/09/2018	POLICY #0027324	101.203.2030900	3,418.54
MSFDA	2018 RENEWAL	10/09/2018	2018 RENEWAL	101.42.4200.423.50070	210.00
NATURE CALLS, INC.	25926	10/09/2018	AUGUST 2018	101.44.6000.451.40065	1,560.00
OXYGEN SERVICE COMPANY, INC	08200081	10/09/2018	04394	101.42.4000.421.60065	6.39
OXYGEN SERVICE COMPANY, INC	03416664	10/16/2018	04394	101.42.4000.421.60065	37.56
OXYGEN SERVICE COMPANY, INC	08201960	10/16/2018	04394	101.42.4000.421.60065	107.50
PERA	INV0079063	10/12/2018	PERA COORDINATED PLAN	101.203.2030600	41,538.74
PERA	INV0079064	10/12/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,195.29
PERA	INV0079065	10/12/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0079066	10/12/2018	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0079067	10/12/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,717.02
PERA	INV0079068	10/12/2018	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	25,075.60
PETTY CASH	10/9/18	10/09/2018	PETTY CASH REQUEST	101.41.1100.413.50075	14.99
PETTY CASH	10/9/18	10/09/2018	PETTY CASH REQUEST	101.45.3300.419.50080	46.83
PETTY CASH-WF PURCHASE CARD FEE	SEPTEMBER 2018	10/11/2018	SEPTEMBER 2018	101.41.2000.415.70440	141.12
PINE BEND PAVING, INC.	18-525	10/16/2018	9/24/18	101.43.5200.443.60016	1,160.11
PINE BEND PAVING, INC.	18-555	10/16/2018	9/27/18	101.43.5200.443.60016	613.05
PRECISE MRM	IN200-1018266	10/09/2018	000208	101.43.5200.443.30700	46.16
RIVER HEIGHTS CHAMBER OF COMMERCE	610575952	10/16/2018	51-0012414996-5	101.45.3000.419.50080	25.00
SAFE-FAST, INC.	INV205969	10/16/2018	INVERGRV01	101.43.5200.443.60045	210.00
SAFE-FAST, INC.	INV206013	10/16/2018	INVERGRV01	101.43.5200.443.60016	107.40
SENSIBLE LAND USE COALITION	10/8/18	10/09/2018	REGISTRATION - H. BOTTEN & A. HUN	101.45.3200.419.50080	96.00
STREAMLINE DESIGN INC	38599	10/16/2018	10/4/18	101.42.4200.423.60045	180.00
THOMSON REUTER - WEST	838995878	10/09/2018	1000197212	101.42.4000.421.30700	236.24
TOTAL CONSTRUCTION & EQUIP.	6390	10/16/2018	WS18CI022	101.44.6000.451.40047	105.75
TRI-COUNTY LAW ENFORCEMENT ASSOCIATION	9/20/18	10/09/2018	2019 ANNUAL DUES	101.42.4000.421.50070	75.00
TYLER TECHNOLOGIES, INC	025-236474	10/09/2018	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0443005	10/16/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0443005	10/16/2018	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0444141	10/16/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0444141	10/16/2018	1051948	101.44.6000.451.60045	30.19
VERIFIED CREDENTIALS, INC.	285315	10/09/2018	9/30/18	101.41.1100.413.30500	179.50
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.42.4000.421.50020	816.31
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.42.4200.423.50020	700.30
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.43.5100.442.50020	257.10
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.43.5200.443.50020	394.86
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.44.6000.451.50020	342.53
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.45.3000.419.50020	35.01
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	101.45.3300.419.50020	258.51
VERIZON WIRELESS	9815293747	10/09/2018	942147853-00001	101.42.4000.421.50020	609.89
VOLUNTEER FIREFIGHTERS BENEFIT	2019 APPLICATION	10/09/2018	2019 APPLICATION CARD	101.42.4200.423.50070	55.00
ZEE MEDICAL SERVICE	54114460	10/16/2018	10/9/18	101.42.4000.421.60065	225.45

Fund: 101 - GENERAL FUND

721,666.72

CHARTER COMMUNICATIONS HOLDINGS	11089361	10/09/2018	9/24/18-12/30/18	201.44.1600.465.50025	10,000.00
IGH CONVENTION & VISITORS BUREAU	IGHCVB2018	10/09/2018	HOLIDAY IN THE HEIGHTS LIGHTING	(201.44.1600.465.50025	500.00
Fund: 201 - C.V.B. FUND					10,500.00
ANDERSON RACE MANAGEMENT	21000-139	10/09/2018	HARMON FARMS TRAIL RUNS	204.44.6100.452.30700	1,090.00
DAULTON, JOSH	10/5/18	10/16/2018	SOFTBALL CHAMPION	204.44.6100.452.60009	115.00
FRANKOT-MILLER, VANESSA	9/26/18	10/09/2018	REFUND	204.44.0000.3470000	65.00
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	204.44.6100.452.30550	14.40
GUSTAFSON, JORDAN OR NICOLE	9/24/18	10/09/2018	REFUND	204.44.0000.3471000	65.34
IGH SENIOR CLUB	10/3/18	10/09/2018	OCTOBER MEMBERSHIPS	204.227.2271000	1,053.00
JANQUART, LAURA	9/26/18	10/09/2018	REFUND	204.44.0000.3470000	65.00
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	204.44.6100.452.50020	51.42
Fund: 204 - RECREATION FUND					2,519.16
292 DESIGN GROUP, INC.	18040.00-1	10/16/2018	9/26/18	205.44.6200.453.30700	2,100.00
ABEBE, MESERET	9/24/18	10/09/2018	REFUND DUPLICATE REGISTRATION	205.44.0000.3493501	59.00
AEP ONSITE PARTNERS, LLC	419-21149424	10/16/2018	10/4/18	205.44.6200.453.40020	3,722.53
AEP ONSITE PARTNERS, LLC	419-21149424	10/16/2018	10/4/18	205.44.6200.453.40020	3,700.96
BROTHERS MFG	10/1/18	10/09/2018	REFUND ICE TIME 9/10 & 9/13	205.207.2070300	22.08
BROTHERS MFG	10/1/18	10/09/2018	REFUND ICE TIME 9/10 & 9/13	205.44.0000.3492500	310.00
BYRNE, LINDA	9/27/18	10/09/2018	REFUND FITNESS ENROLLMENT	205.44.0000.3493501	49.00
ECCLES, DIANE	9/21/18	10/09/2018	REFUND LOW ENROLLMENT	205.44.0000.3493501	15.00
FLEISCHHACKER, SHELL	9/25/18	10/09/2018	REFUND	205.207.2070300	2.66
FLEISCHHACKER, SHELL	9/25/18	10/09/2018	REFUND	205.44.0000.3492500	37.34
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	205.44.6200.453.30550	3.50
GOODSTEIN, IRENE	9/21/18	10/09/2018	REFUND LOW ENROLLMENT	205.44.0000.3493501	15.00
GUSTAFSON, JORDAN OR NICOLE	9/24/18	10/09/2018	REFUND	205.207.2070300	4.66
HORIZON COMMERCIAL POOL SUPPLY	SV180607044	10/16/2018	9/17/18	205.44.6200.453.40040	7,810.00
KARELS, JOE	10/2/18	10/16/2018	REFUND - ROOM RENTAL	205.207.2070300	13.83
KARELS, JOE	10/2/18	10/16/2018	REFUND - ROOM RENTAL	205.44.0000.3492500	194.17
KIM THOMAS	2020	10/16/2018	10/2/18	205.44.6200.453.30700	324.00
MEDICINE LAKE TOURS	8/29/18	10/09/2018	DULUTH VISTA FLEET	205.44.6200.453.50090	1,950.00
MEDICINE LAKE TOURS	8/29/18 AMES ARABIANS & PER	10/09/2018	AMES ARABIANS & PERCHERONS	205.44.6200.453.50090	896.00
MN HOCKEY DISTRICT 8	9/27/18	10/16/2018	9/27/18	205.44.6200.453.50025	135.00
SAFE-WAY BUS COMPANY	5488	10/16/2018	10/2/18	205.44.6200.453.70610	1,153.52
SEEFELDT, CHERYL	9/24/18	10/09/2018	NEW MEMBER REFERRAL	205.207.2070300	2.00
SEEFELDT, CHERYL	9/24/18	10/09/2018	NEW MEMBER REFERRAL	205.44.0000.3490100	28.00
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	205.44.6200.453.50020	73.35
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	205.44.6200.453.50020	57.11
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	205.44.6200.453.50020	22.45
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	205.44.6200.453.50020	73.34
Fund: 205 - COMMUNITY CENTER					22,853.74
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	290.45.3000.419.30550	1.71
Fund: 290 - EDA OPERATING					1.71
WELLS FARGO BANK	1614814	10/16/2018	10/1/18	354.57.9000.570.90300	400.00
Fund: 354 - G.O. SEWER REV BONDS 2010A					400.00
WELLS FARGO BANK	1614814	10/16/2018	10/1/18	355.57.9000.570.90300	400.00
Fund: 355 - G.O. IMPR BONDS 2010B					400.00
EAGAN, CITY OF	10/3/18	10/09/2018	TRUNK UTILITY FEES PER JPA CASE\	403.207.2070500	5,051.34
Fund: 403 - WATER CONNECTION FUND					5,051.34
EAGAN, CITY OF	10/3/18	10/09/2018	TRUNK UTILITY FEES PER JPA CASE\	404.207.2070500	4,784.31
Fund: 404 - SEWER CONNECTION FUND					4,784.31
EVERGREEN LAND SERVICES	00-11982	10/16/2018	8/16/18	437.44.5900.737.30700	80.00
GROUNDWATER & ENVIRONMENTAL SE	829330	10/09/2018	MN-2018-0088-00	437.44.5900.737.30700	1,550.00
MINNESOTA ICE LLC.	PAY REQUEST #2	10/09/2018	CITY PROJECT NO. 2017-1722	437.44.5900.737.80200	238,668.50
STEVENS ENGINEERS INC	11647	10/16/2018	900-18-302	437.44.5900.737.30700	1,760.31
Fund: 437 - 2017 IMPROVEMENT FUND					242,058.81
ACCESSABILITY, INC.	99113580	10/09/2018	9/22/18 FALL CLEAN UP DAY	438.43.0000.3650000	385.00
EJM PIPE SERVICES	PAY VO. NO. 3	10/16/2018	CITY PROJECT NO. 2018-08, 2018-11	438.42.4200.423.80300	22,763.88
JR'S APPLIANCE DISPOSAL	96147	10/09/2018	NOVEMBER 2018	438.43.0000.3650000	7,091.45
LONE OAK GRAPHICS INC	38375	10/09/2018	8150	438.43.5500.446.60065	126.29
MOMENTUM ENTERPRISES, INC.	02358	10/09/2018	INVE00001	438.43.0000.3650000	2,795.00
Q3 CONTRACTING	PAY VO. NO. 2	10/16/2018	CITY PROJECT NO. 2018-04	438.73.5900.738.30300	18,942.47
REPUBLIC SERVICES	0923-003685598	10/09/2018	3-0923-0069137	438.43.5500.446.40025	100.00
SHRED-N-GO, INC.	83051	10/09/2018	9/22/18	438.43.0000.3650000	875.00
TRASH IT NOW, LLC	17130	10/16/2018	13310265	438.43.0000.3650000	4,860.00
Fund: 438 - 2018 IMPROVEMENT FUND					57,939.09

MCNAMARA CONTRACTING INC	PAY VO. NO. 5	10/16/2018	CITY PROJECT NO 2015-09D, 2017-21,	440.74.5900.740.80300	565,536.02
PARK CONSTRUCTION COMPANY	PAY VO. NO. 3	10/16/2018	CITY PROJECT NO. 2017-09E	440.74.5900.740.80300	182,015.27
Fund: 440 - PAVEMENT MANAGEMENT PROJ					747,551.29
EAGAN, CITY OF	10/3/18	10/09/2018	TRUNK UTILITY FEES PER JPA CASE\	441.207.2070500	9,316.80
EAGAN, CITY OF	3RD QTR 2018 UTILITY BILLS	10/16/2018	3RD QTR 2018 UTILITY BILLS	441.74.5900.741.40030	4,660.97
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	441.74.5900.741.30550	3.75
Fund: 441 - STORM WATER MANAGEMENT					13,981.52
MAX STEININGER, INC.	PAY VO. NO. 3	10/16/2018	CITY PROJECT NO. 2015-03, 2017-03, :	446.74.5900.746.80300	261,505.19
MAX STEININGER, INC.	PAY VO. NO. 3	10/16/2018	CITY PROJECT NO. 2015-03, 2017-03, :	446.74.5900.746.80300	2,407.54
MAX STEININGER, INC.	PAY VO. NO. 3	10/16/2018	CITY PROJECT NO. 2015-03, 2017-03, :	446.74.5900.746.80300	160,119.85
Fund: 446 - NW AREA					424,032.58
BRAUN INTERTEC CORPORATION	B145282	10/09/2018	I09213	449.45.3000.419.30700	2,200.00
Fund: 449 - COMMUNITY PROPERTY					2,200.00
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	451.45.3000.419.30550	3.50
Fund: 451 - HOST COMMUNITY FUND					3.50
REPUBLIC SERVICES	0923-003700450	10/16/2018	3-0923-0064826	454.43.5500.446.40025	2,830.03
Fund: 454 - LANDFILL ABATEMENT					2,830.03
CITY OF BLOOMINGTON	1800251	10/16/2018	10/4/18	501.50.7100.512.30700	420.00
CORE & MAIN LP	J540450	10/09/2018	099872	501.50.7100.512.40043	4,707.23
EAGAN, CITY OF	3RD QTR 2018 UTILITY BILLS	10/16/2018	3RD QTR 2018 UTILITY BILLS	501.50.7100.512.40005	33,304.31
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	501.50.7100.512.30550	49.58
GLENN LAWN CARE	1606	10/09/2018	0002	501.50.7100.512.30700	1,040.00
GOPHER STATE ONE-CALL	8090470	10/09/2018	MN00435	501.50.7100.512.30700	708.75
HACH COMPANY	11154016	10/09/2018	255136	501.50.7100.512.40040	1,954.43
HACH COMPANY	11154756	10/09/2018	255136	501.50.7100.512.40040	15.78
HACH COMPANY	11157334	10/16/2018	255136	501.50.7100.512.60011	196.30
HAWKINS, INC.	4370191	10/09/2018	108816	501.50.7100.512.60019	639.80
HYDRODESIGNS, INC	0049624-IN	10/09/2018	INVERGR	501.50.7100.512.30700	1,247.25
PHONETICS INC.	9/5/18	10/16/2018	34082 RENEWAL	501.50.7100.512.50070	240.00
TWIN CITY FILTER SERVICE INC	0644865-IN	10/16/2018	CITYIGH	501.50.7100.512.40040	905.36
TYLER TECHNOLOGIES, INC	025-237684	10/16/2018	41443	501.50.7100.512.70440	1,094.38
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	501.50.7100.512.50020	433.54
Fund: 501 - WATER UTILITY FUND					46,956.71
EAGAN, CITY OF	3RD QTR 2018 UTILITY BILLS	10/16/2018	3RD QTR 2018 UTILITY BILLS	502.51.7200.514.40015	40,228.90
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001087899	10/09/2018	5084	502.51.7200.514.40015	158,711.74
TYLER TECHNOLOGIES, INC	025-237684	10/16/2018	41443	502.51.7200.514.70440	1,094.37
Fund: 502 - SEWER UTILITY FUND					200,058.24
BREAKTHRU BEVERAGE MINNESOTA	1080865041	10/16/2018	102294	503.52.8300.524.76150	236.30
BREAKTHRU BEVERAGE MINNESOTA	1090917919	10/16/2018	102294	503.52.8300.524.76150	92.00
COVERALL OF THE TWIN CITIES INC	7070255515	10/16/2018	707-2469	503.52.8500.526.40040	1,124.81
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	503.52.8000.521.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	503.52.8600.527.30550	25.50
GERTENS	38638/6	10/09/2018	100464	503.52.8600.527.60020	74.96
JJ TAYLOR DIST. COMPANY OF MN	2898476	10/16/2018	00834	503.52.8300.524.76150	161.40
MANSFIELD OIL COMPANY	20982072	10/16/2018	24129	503.52.8400.525.60021	1,224.82
MTI DISTRIBUTING CO	1190440-00	10/09/2018	402307	503.52.8600.527.40042	602.73
MTI DISTRIBUTING CO	1190440-01	10/09/2018	402307	503.52.8600.527.40042	275.16
MTI DISTRIBUTING CO	1190652-00	10/09/2018	402307	503.52.8600.527.40042	927.10
NATURE CALLS, INC.	25906	10/09/2018	8/31/18	503.52.8600.527.40065	124.27
PLAISTED COMPANIES, INC.	19311	10/09/2018	INW1	503.52.8600.527.60020	1,730.97
TWIN CITY SAW	A23245	10/09/2018	9/20/18	503.52.8600.527.40042	15.98
TWIN CITY SAW	A23251	10/09/2018	9/24/18	503.52.8600.527.40042	95.96
US FOODSERVICE	5616797	10/16/2018	03805983	503.52.8300.524.76050	698.44
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	503.52.8500.526.50020	204.75
WINFIELD SOLUTIONS, LLC	000062736141	10/09/2018	442575	503.52.8600.527.60020	216.96
YAMAHA GOLF & UTILITY, INC.	01-218088	10/09/2018	INVERWOOD	503.52.8600.527.40042	170.00
Fund: 503 - INVER WOOD GOLF COURSE					8,016.61
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	602.00.2100.415.30550	2.15
LEAGUE OF MN CITIES INS TRUST	9/21/18 40001254	10/09/2018	40001254	602.00.2100.415.50010	35,021.25
LEAGUE OF MN CITIES INS TRUST	9/21/18 40001254	10/09/2018	40001254	602.00.2100.415.50010	4,241.75
LEAGUE OF MN CITIES INS TRUST	9/21/18 40001254	10/09/2018	40001254	602.00.2100.415.50011	27,505.50
LEAGUE OF MN CITIES INS TRUST	9/21/18 40001254	10/09/2018	40001254	602.00.2100.415.50012	9,902.75
LEAGUE OF MN CITIES INS TRUST	9/21/18 40001254	10/09/2018	40001254	602.00.2100.415.50015	522.00
LEAGUE OF MN CITIES INS TRUST	9/21/18 40001254	10/09/2018	40001254	602.00.2100.415.50016	2,280.75
Fund: 602 - RISK MANAGEMENT					79,476.15
ABM EQUIPMENT & SUPPLY	0157426-IN	10/09/2018	0126850	603.00.5300.444.40041	470.24
ALLSTATE PETERBILT OF SOUTH ST. PA	3004185678	10/16/2018	14649	603.140.1450050	88.32
BATTERIES PLUS-WSP	P4193380	10/09/2018	C-1034	603.00.5300.444.40040	167.85
BETTS, BETH	1078	10/16/2018	10/1/18	603.00.5300.444.40040	221.33

CRAWFORD DOOR SALES COMPANY	31517	10/09/2018	IN30652	603.00.5300.444.40040	6,510.00
CRAWFORD DOOR SALES COMPANY	31518	10/09/2018	IN30652	603.00.5300.444.40040	6,510.00
DIVERSIFIED INCOME SOLUTIONS	DAG0070	10/16/2018	9/6/18	603.00.5300.444.40041	3,475.00
DIVERSIFIED INCOME SOLUTIONS	DAG0071	10/16/2018	10/5/18	603.00.5300.444.40041	695.00
EHLERS AND ASSOCIATES, INC.	78276	10/16/2018	10/10/18	603.00.5300.444.70600	1,740.00
ELECTRIC FIRE & SECURITY	9450	10/16/2018	CIT800	603.00.5300.444.40040	785.75
EMERGENCY APPARATUS MAINTENANC	101844	10/09/2018	8/20/18	603.00.5300.444.40041	1,940.89
EMERGENCY AUTOMOTIVE TECHNOLOG	WC092118-21	10/09/2018	8/2/18	603.00.5300.444.40041	290.00
ENVIRONMENTAL EQUIPMENT & SERVIC	14714	10/09/2018	9/19/18	603.00.5300.444.40041	76.12
FACTORY MOTOR PARTS COMPANY	1-215957	10/16/2018	10799	603.140.1450050	120.43
FERRELLGAS	1102787736	10/16/2018	7754787	603.00.5300.444.40041	65.97
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	603.00.5300.444.30550	12.74
INVER GROVE FORD	5259283	10/09/2018	9/26/18	603.00.5300.444.40041	8.40
KIMBALL MIDWEST	6618747	10/09/2018	222006	603.00.5300.444.60040	1,096.00
KIMBALL MIDWEST	6620343	10/09/2018	222006	603.00.5300.444.60012	334.53
MANSFIELD OIL COMPANY	20962035	10/09/2018	23866	603.140.1450060	1,475.51
MANSFIELD OIL COMPANY	20976215	10/09/2018	23866	603.140.1450060	10,315.91
METRO JANITORIAL SUPPLY INC	11014891	10/09/2018	9/20/18	603.00.5300.444.40065	323.43
MID CITY SERVICES, INC.	90057	10/16/2018	9/28/18	603.00.5300.444.40065	45.75
NORTH AMERICAN TRAILER SALES	0304134619	10/09/2018	10095	603.00.5300.444.60012	12.97
NORTH AMERICAN TRAILER SALES	0304134713	10/16/2018	10095	603.00.5300.444.40041	22.26
NUSS TRUCK AND EQUIPMENT	4010803	10/16/2018	38679B	603.00.5300.444.40041	659.42
NUSS TRUCK AND EQUIPMENT	4010659	10/16/2018	38679B	603.00.5300.444.40041	1,142.75
NUSS TRUCK AND EQUIPMENT	4567771P	10/09/2018	38679B	603.00.5300.444.40041	406.64
NUSS TRUCK AND EQUIPMENT	4568685P	10/16/2018	38679B	603.00.5300.444.40041	175.12
O' REILLY AUTO PARTS	1767-353301	10/09/2018	1578028	603.00.5300.444.40041	346.54
O' REILLY AUTO PARTS	1767-356006	10/09/2018	1578028	603.00.5300.444.40041	37.79
O' REILLY AUTO PARTS	1767-356008	10/09/2018	1578028	603.00.5300.444.40041	22.02
O' REILLY AUTO PARTS	1767-356222	10/09/2018	1578028	603.00.5300.444.40041	15.28
O' REILLY AUTO PARTS	1767-356415	10/09/2018	1578028	603.00.5300.444.40041	146.70
O' REILLY AUTO PARTS	1767-356417	10/09/2018	1578028	603.00.5300.444.40041	129.70
O' REILLY AUTO PARTS	1767-356443	10/09/2018	1578028	603.00.5300.444.60012	51.94
O' REILLY AUTO PARTS	1767-357270	10/16/2018	1578028	603.00.5300.444.60012	15.50
O' REILLY AUTO PARTS	1767-357487	10/16/2018	1578028	603.140.1450050	28.21
O' REILLY AUTO PARTS	1767-357615	10/16/2018	1578028	603.140.1450050	36.32
O' REILLY AUTO PARTS	1767-358058	10/16/2018	1578028	603.140.1450050	19.18
O' REILLY AUTO PARTS	1767-354889	10/09/2018	1578028	603.00.5300.444.40041	(55.00)
O' REILLY AUTO PARTS	1767-356418	10/09/2018	1578028	603.00.5300.444.40041	(146.70)
O' REILLY AUTO PARTS	1767-356461	10/16/2018	1578028	603.00.5300.444.40041	(5.00)
PUMP AND METER SERVICE INC	91961	10/16/2018	494500	603.00.5300.444.40040	176.00
PUMP AND METER SERVICE INC	91962	10/16/2018	494500	603.00.5300.444.40040	278.00
TOWMASTER TRAILERS INC	408138	10/09/2018	2946	603.00.5300.444.40041	3,021.00
UNIFIRST CORPORATION	090 0443005	10/16/2018	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0443005	10/16/2018	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0444141	10/16/2018	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0444141	10/16/2018	1051948	603.00.5300.444.60045	33.50
VERIZON WIRELESS	9815242117	10/09/2018	Telephone	603.00.5300.444.50020	110.50
WORLD FUEL SERVICES	31575676409-41801	10/16/2018	112741	603.00.5300.444.40041	132.55
WORLD FUEL SERVICES	31575676409-41801	10/16/2018	112741	603.140.1450050	509.65
ZARNOTH BRUSH WORKS	01719111-IN	10/09/2018	0063190	603.00.5300.444.40041	147.80
Fund: 603 - CENTRAL EQUIPMENT					44,613.27
HAWK LABELING SYSTEMS	209600	10/16/2018	32291	604.00.2200.416.60010	70.55
US BANK EQUIPMENT FINANCE, INC.	367614153	10/16/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,625.55
AEP ONSITE PARTNERS, LLC	419-21149424	10/16/2018	10/1/18	605.00.7500.460.40020	1,998.31
BETTS, BETH	1078	10/16/2018	10/1/18	605.00.7500.460.30700	650.17
CULLIGAN	9/30/18 157-98503022-8	10/16/2018	157-98503022-8	605.00.7500.460.60011	69.05
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	605.00.7500.460.30550	3.50
HORWITZ NS/I	W46510	10/09/2018	03805983	605.00.7500.460.40040	2,379.91
HORWITZ NS/I	W46511	10/16/2018	CTYOFIGH	605.00.7500.460.40040	6,127.43
HORWITZ NS/I	W46512	10/16/2018	CTYOFIGH	605.00.7500.460.40040	2,940.04
HORWITZ NS/I	W46513	10/16/2018	CTYOFIGH	605.00.7500.460.40040	6,062.76
HUEBSCH SERVICES	4153228	10/09/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	79822	10/16/2018	9/28/18	605.00.7500.460.50035	459.96
LONE OAK COMPANIES	10/2/18	10/09/2018	UTILITY MAILING	605.00.7500.460.50035	1,600.35
MAILFINANCE	N7350933	10/09/2018	9/23/18	605.00.7500.460.40044	825.00
MAS COMMUNICATIONS	180900050101	10/16/2018	1010	605.00.7500.460.40040	48.20
TOTAL CONSTRUCTION & EQUIP.	6341	10/16/2018	WS18C11021	605.00.7500.460.40040	105.75
US POSTMASTER	10/11/18	10/16/2018	PERMIT: #PD95009-000	605.00.7500.460.50035	100.00
VISUAL COMMUNICATIONS	11774	10/16/2018	18.07.01A	605.00.7500.460.40040	850.00
Fund: 605 - CITY FACILITIES					24,338.65

CDW GOVERNMENT INC	PGJ4787	10/09/2018	2394832	606.00.1400.413.60041	169.92
CDW GOVERNMENT INC	PGN5346	10/09/2018	2394832	606.00.1400.413.60041	284.64
CDW GOVERNMENT INC	PHR2120	10/09/2018	2394832	606.00.1400.413.60041	742.17
GENESIS EMPLOYEE BENEFITS, INC	IN1355547	10/16/2018	Payroll	606.00.1400.413.30550	30.05
OFFICE OF MN. IT SERVICES	DV18090486	10/09/2018	200B00171	606.00.1400.413.50070	310.00
WORKS COMPUTING, INC.	30394	10/09/2018	INVER	606.00.1400.413.60041	10,564.13
Fund: 606 - TECHNOLOGY FUND					12,100.91
BECKER COURT ADMINISTRATOR	W201801528	10/09/2018	SANTINO HILARIO CHERVEZ	702.229.2291000	200.00
CULLIGAN	9/30/18 157-98473242-8	10/16/2018	157-98473242-8	702.229.2286300	42.05
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	702.229.2298702	40.25
LILLIE SUBURBAN NEWSPAPERS	9/28/18 001363	10/09/2018	Advertising/Publishing	702.229.2309002	20.13
STREET FLEET	429651	10/16/2018	17498	702.229.2306002	30.21
Fund: 702 - ESCROW FUND					332.64
Grand Total					2,677,292.53

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE ELECTION CANVASS MEETING ON NOVEMBER 9, 2018

Meeting Date: October 22, 2018
Item Type: Consent
Contact: 651-450-2513
Prepared by: Michelle Tesser
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Schedule Election Canvass Meeting on Friday, November 9, 2018 at 8:00a.m.

SUMMARY

The City Council must certify the results after each election. The general election is Tuesday, November 6, 2018. The City Clerk would like to schedule the Election Canvass meeting for the Friday after elections which will canvass the votes casted.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Inver Grove Heights CVB 2018 Work Plan and Budget

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Jennifer Gale, RHCC President
 651-451-2266 x1031
 Prepared by: Tracy Shimek, CVB Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other – Annual Budget Approval

PURPOSE/ACTION REQUESTED: Consider the IGH CVB 2019 budget and work plan for approval.

SUMMARY:

**Inver Grove Heights Convention & Visitors Bureau
2019 Work Plan**

Inver Grove Heights Convention & Visitors Bureau

Mission: To market and promote Inver Grove Heights to visitors to maintain and stimulate the community's economic vitality.

Vision: To generate measurable lodging tax growth and tourism and hospitality related economic impact for the City of Inver Grove Heights.

CVB purpose: The purpose of the CVB is to market and promote the City as a tourist destination.

Responsibilities: The Director is responsible for all contracts, memberships, communications, marketing and promotions, and meetings and events for the Inver Grove Heights CVB.

- Attend monthly CVB Board meetings and provide report on activities
- Provide clear and concise communication between the City of IGH and the IGH CVB Board
- Support and educate the community on the economic impact of the tourism and hospitality industry
- Serve as a resource to visitors of Inver Grove Heights and the metro area
- Provide research as needed from Explore Minnesota Tourism or other tourism partners
- Manage contracts, vendors, programs and initiatives for the CVB, tourism associations and partnerships

IGH CVB Strategic Objectives/Goals:

1. Generate incremental weekend leisure business during the 1st and 4th Quarter of 2019 and define the reach to our identified target markets

Includes: Online digital advertising, quarterly sweepstakes campaigns and social media campaigns. Major demographic identified as women 25-54 years old; geographic target markets include: MN WI, IL, IA, Dakotas and Canada (Winnipeg, Thunder Bay). Digital marketing campaign utilizing Explore Minnesota grant funds to include: geo-fencing, geo-retargeting, behaviorally targeted emails, native advertising and/or programmatic

display or other relevant digital marketing techniques. Additional advertising may include out of home advertising or print advertising as relevant to specific goals and efforts. Work with partners to explore new event ideas or attract existing events to Inver Grove Heights to increase travel to and awareness of the area, including consideration of event hosting or sponsorships. Did we see more website traffic from our targeted areas? Did the hotels see an increase in bookings in the first and fourth quarter year-over-year?

Measurable: Provide quarterly website and social media analytics and lodging tax report with quarter-over-quarter and year-over-year comparisons at Board meetings.

2. Content Enhancement

Includes: Continue to update content on website and marketing collaterals including video, photography, blog posting and other digital materials as pertinent. Partner with Metro Tourism Committee ad campaign. Create a content calendar for the year and plan two months in advance. Enhance website content to include blogs and sample itineraries, listings of local live music and community special events, farmers markets, restaurant events and community theatre productions, etc. Director will create or contract for new content for blog and bi-monthly e-newsletter. Create new visual content for website, advertising and social media (video and photo). Update visitors guide.

Measurable: Present findings from vendor's content activation analytics and reports at Board meetings as applicable. Provide monthly social media and website analytics at Board meetings.

3. Establish Inver Grove Heights as a premier destination for bicyclists.

Includes: Promoting IGH as a destination for bicyclists through various outlets including biking guides and websites. Leverage established community bicycling assets such as the Mississippi River Trail and Harmon Park reserve to establish the community's identity as a premier bicycling destination. Work with vendors to create collateral for bicyclists, such as community maps that identifies points of interest to cyclists including restaurants, parks, trails, local businesses, etc. Identify mutually beneficial partnerships with other organizations to elevate the city's identity as a biking destination, such as seeking recognition or certification with cycling organizations. Create biking related website page on VisitIGH.com with resources and information for bicyclists.

Measurable: Present quarterly

4. Leverage Vikings Training Camp and TCO Performance Center to promote IGH businesses to TCO Performance Center visitors

IGH CVB will continue to engage in advertising specifically targeted at potential visitors of the new headquarters and practice facility including: Work with vendors to target potential visitors through digital display, retargeting, search engine optimization and other digital marketing methods highlighting our lodging, restaurants and other attractions promoting Inver Grove Heights' proximity to the new headquarters. Explore additional advertising methods, such as geo-fencing the facility during high profile events to market VisitIGH.com as a resource for local dining, hotels and attraction information. Pursue other advertising options which may become available and are sound investments. In addition to advertising, the CVB director and Board will leverage existing and future relationships and networking opportunities to create pathways to potential partnerships with the Vikings and other organizations based out of Twin Cities Orthopedics Performance Center. Did we see an increase in lodging tax revenue year over year? Did we see increased traffic to website pages promoting local dining establishments?

Measurable: Provide monthly lodging tax report and quarterly website statistics with quarter-over-quarter and year-over-year measurements.

5. Increase Tourism Awareness

Includes: Educating the community and visitors

Create marketing calendar and timeline to meet deadlines.

- CVB to present 2x/year at City Council and/or work-session meeting to share/educate council and community on tourism economic impact
- Share CVB and tourism related news in City of IGH's bi-monthly City Insights Newsletter to reach and educate area residents
- Share tourism related stories from Town Square Televisions Insights 7 stories on CVB website and social media
- Share hospitality and tourism related events in IGH on CVB website, social media and possibly in Chamber Weekly Update (1x/month) to reach and educate local businesses
- Keep online event calendar up to date with local and regional events.

Measurable: Provide monthly written report based on Director's activities report.

6. Establish criteria, measurements and analytics to measure outcomes of objectives.

Includes: Develop goals, identify how to measure them, monitor analytics and activities on a monthly basis to make necessary modifications. Highlight year over year measurements of key data and present in an easy to read format.

Measurable: Provide quarterly reports of key website and social media analytics as well as marketing campaign results.

7. Review, evaluate and revise as needed CVB organization

Includes: Look at Bylaws, increasing board membership, policies, director job description and annual review process. Establish written policies and procedures.

Measurable: Hold Executive committee and sub-committee meetings as needed to complete process of specific task. Present outcomes at monthly Board meetings as necessary.

	2018 Approved Budget	2019 Proposed Budget	Comments
IGH CVB 2019 Budget			
Revenues			
Lodging Tax Revenue	120,000	148,000	Forecasting same as 2017 actual revenue with an increase for new hotel
Other Revenues			
Investment Earnings	0		
EMT Grant	7000	7000	
Advertisement Revenue	0		
State Fair Ticket Sales Reimbursement	0		
TOTAL REVENUE	\$ 127,000	\$ 155,000	

Expenses			
Administration - Professional Services			
Salary & Related Expenses (Salary, Payroll Taxes, Benefits)	54900	67,500	Payroll Recommendation: \$57,366 Full time exempt (equal to \$27.58/hr) \$4400 payroll taxes, \$1720 simple IRA, \$4000 health care
Email Hosting	200	200	
Rental/Office Lease/Equipment	3000	3000	
City Service Fee (5%)	6000	7400	
Telephone	400	400	
Postage & Delivery	1000	800	
Office Supplies/Programs/Photocopying/Other	400	400	
Travel (Mileage & Parking)	1500	1500	
Meals and Lodging	1100	1100	
Professional Conferences & Seminars	1500	1500	
Total Administrative Expenses	\$ 70,000	\$ 83,800	
Professional Memberships-Dues, Licenses & Subscriptions			
MACVB	400	500	
TMA	400	400	
DMAI		600	Destination Marketing Association International
MNFEA	100		
Total Professional Membership Expenses	\$ 900	\$ 1,500	
Marketing/Advertising			
Advertising, Marketing Projects, Content Creation, State Fair	4000	11000	Blog content; Video filming and production, State Fair hotel package
Constant Contact Enewsletter	800	800	
E&M Publishers, Inc.	1000	1000	
Ensemble Creative & Marketing (Design & Marketing Services)	10000	10000	
Contest Packages and Marketing	1500		
Explore Minnesota Tourism Website CVB/DMO Package	400	400	
Explore Minnesota Tourism Grant Advertising	21000	21000	
Metro Tourism Marketing/Advertising Campaign	4500	4500	
Online/Co-op Advertising	3000		
Out of Home Advertising (Billboard)	2600	11200	
Social Media	600	600	
St. Paul Arena Company (Xcel Energy Center Website)	2400	2400	
Visitors Guide	2000	2000	
Website Maintenance & Plug-ins	1500	1300	
IGHHA Sponsorship	800	500	
Total Marketing Expenses	\$56,100	\$69,700	
Additional Marketing Projects (from reserve)		\$12,700	Viking Training Camp Playbook, Have Fun Biking Guide, MN Biking Guide
TOTAL EXPENSES	\$127,000	\$167,700	
NET = Revenues - Expenses	\$0	-\$12,700	
TOTAL Fund Balance as of 8/31/2018	\$ 137,883		

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Nicole Cook: 651-450-2491
 Prepared by: Nicole Cook, Rental and Code
 Compliance Coordinator
 Reviewed by: Joshua Otis, Commander

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of two (2) rental licenses.

BACKGROUND

The City Council adopted a rental licensing ordinance that requires all rental property owners to obtain a rental license every two years. The purpose of the ordinance is to assure proper maintenance of structures to preserve neighborhood stability, protect the quality of existing rental housing stock, and maintain property values. The ordinance provides for basic safety and living standards for rentals.

ANALYSIS

The following rental license applications have been submitted:

- ROBERTA (BOBBI) HAIGHT: 1860 52ND ST E; PEARLWOOD ESTATES
- ROGER ANDA: 4835, 4855, 4865 BABCOCK TRAIL; SOUTHVIEW GREENS

The above applications have been found to be complete. The applications include the necessary fee payments and the BCA background checks. The Inver Grove Heights Police Chief/Designee has also reviewed the license application.

RECOMMENDATIONS

Staff and the Police Chief/Designee recommend approval of the licenses listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Certifying Delinquent Utility Bills

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Jennifer Blackbird 651-450-2520
 Prepared by: Jennifer Blackbird, Accounting
 Tech.
 Reviewed by: Kristi Smith, Finance Director

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 resolution certifying delinquent unpaid water, sewer, and storm water charges to the County to be collected with the other taxes on the property.

SUMMARY

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City's Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10th. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified to the County Auditor for collection with property taxes. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount to be certified this year (which includes the 8% administrative charge and the 8% interest) is \$180,656.00 which is \$1,531.00 less than the last year. The amount to be certified includes \$65,018.75 water, \$83,513.21 sewer, \$6,699.16 storm water, \$372.99 street light charges and \$25,051.89 administrative charge and interest.

In comparing this to prior years, we certified in 2017, \$182,187.00, in 2016, \$171,825.00, in 2015, \$166,178.00 and in 2014, \$198,789.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water, sewer, and storm water charges to the County Auditor to be collected with other taxes on said property.

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

RESOLUTION NO.

**RESOLUTION CERTIFYING UNPAID DELINQUENT WATER, SEWER, AND STORM WATER
CHARGES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON
SAID PROPERTY**

WHEREAS, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

WHEREAS, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

WHEREAS, Minnesota Statutes 444.075 provides that all delinquent water, sewer, and storm water charges not paid may be certified to the County Auditor with the taxes on such property, and

WHEREAS, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

WHEREAS, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of \$180,656.00.

2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.

3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

Adopted by the City Council of Inver Grove Heights this 22nd day of October 2018.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 6 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Eric Carlson, 651.450.2587
 Prepared by: Eric Carlson, Parks and Recreation Director
 Reviewed by: Scott D. Thureen, Public Works Director

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, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 6 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

Change Order No. 2 added City Projects 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements (Schedules F, G, and H), for a revised total contract of \$4,110,400.25.

I recommend approval of Pay Voucher No. 6, in the amount of \$305,960.99 (\$0.00 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$305,960.99 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 for work on City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements. All of the costs included under this payment are for City Project No. 2017-21.

LBM/EC

Attachments: Pay Voucher No. 6

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

ESTIMATE NO: 6 (Six)
DATE: October 22, 2018
PERIOD ENDING: September 30, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount.....	\$4,189,854.00
Total Addition (Change Order No. 2 and No. 4)	\$117,190.75
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount.....	\$4,192,316.00
Total Value of Work to Date.....	\$2,892,168.47
Less Retained (5%)	\$144,608.42
Less Previous Payment	\$2,441,599.06
Total Approved for Payment this Voucher.....	\$305,960.99
Total Payments including this Voucher	\$2,747,560.50

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through September 30, 2018.

Signed by:	_____	<u>October 22, 2018</u>
	Eric Carlson, Parks and Recreation Director	

Signed by:	_____	_____
	McNamara Contracting, Inc.	Date

Signed by:	_____	<u>October 22, 2018</u>
	George Tourville, Mayor	

PAYMENT DETAIL LIST

Contract: CP 2017-21
 Owner: City of Inver Grove Heights
 Projects: VMCC/IHGC Parking Lots

Schedule: Alternate 2
 Description: CP 2017-21 VMCC/Golf Course Parking Lots - VMCC Parking Lot and Trail

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.601	MOBILIZATION - PARKING LOTS	LUMP SUM	0.60	0.60	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
2	2104.501	REMOVE CURB & GUTTER	LIN FT	900.00	791.00	\$ 6.00	\$ 5,400.00	\$ 4,746.00
3	2104.505	REMOVE CONCRETE WALK	SQ YD	50.00	78.70	\$ 11.00	\$ 550.00	\$ 865.70
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	19000.00	10000.00	\$ 2.50	\$ 47,500.00	\$ 25,000.00
5	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	250.00	135.50	\$ 2.00	\$ 500.00	\$ 271.00
6	2104.523	SALVAGE HYDRANT & VALVE	EACH	0.00	0.00	\$ 750.00	\$ -	\$ -
7	2104.523	SALVAGE SIGN TYPE C	EACH	20.00	12.00	\$ 37.00	\$ 740.00	\$ 444.00
8	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	21.00	11.00	\$ 100.00	\$ 2,100.00	\$ 1,100.00
9	2105.501	COMMON EXCAVATION (P)	CU YD	67.00	44.00	\$ 30.00	\$ 2,010.00	\$ 1,320.00
10	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	50.00	294.00	\$ 60.00	\$ 3,000.00	\$ 17,640.00
11	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	50.00	77.60	\$ 60.00	\$ 3,000.00	\$ 4,656.00
12	2112.604	SUBGRADE PREPARATION (P)	SQ YD	17750.00	10000.00	\$ 1.00	\$ 17,750.00	\$ 10,000.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	10.00	0.00	\$ 120.00	\$ 1,200.00	\$ -
14	2130.501	WATER	M GALLON	10.00	0.00	\$ 40.00	\$ 400.00	\$ -
15	2211.501	AGGREGATE BASE CLASS 5	TON	100.00	599.45	\$ 17.00	\$ 1,700.00	\$ 10,190.65
16	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	1800.00	0.00	\$ 55.00	\$ 99,000.00	\$ -
17	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	2250.00	1839.07	\$ 55.00	\$ 123,750.00	\$ 101,148.85
18	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	2.00	0.00	\$ 1,400.00	\$ 2,800.00	\$ -
19	2504.602	ADJUST GATE VALVE	EACH	9.00	0.00	\$ 400.00	\$ 3,600.00	\$ -
20	2504.602	HYDRANT AND GATE VALVE	EACH	0.00	0.00	\$ 5,600.00	\$ -	\$ -
21	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	19.00	0.00	\$ 1,000.00	\$ 19,000.00	\$ -
22	2521.501	6" CONCRETE WALK	SQ FT	200.00	1811.00	\$ 10.00	\$ 2,000.00	\$ 18,110.00
23	2521.511	3" BITUMINOUS WALK	SQ FT	0.00	0.00	\$ 1.70	\$ -	\$ -
24	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	255.00	117.00	\$ 62.00	\$ 15,810.00	\$ 7,254.00
25	2531.603	CONCRETE CURB AND GUTTER DESIGN B612 (HAND POUR)	LIN FT	900.00	841.00	\$ 20.00	\$ 18,000.00	\$ 16,820.00
26	2531.618	TRUNCATED DOMES	SQ FT	0.00	0.00	\$ 40.00	\$ -	\$ -
27	2563.601	TRAFFIC CONTROL - PARKING LOTS	LUMP SUM	0.50	0.25	\$ 1,600.00	\$ 800.00	\$ 400.00
28	2564.531	SIGN PANELS TYPE C	SQ FT	21.00	0.00	\$ 70.00	\$ 1,470.00	\$ -
29	2564.537	INSTALL SIGN TYPE C	EACH	2.00	0.00	\$ 120.00	\$ 240.00	\$ -
30	2573.502	SILT FENCE; TYPE MS	LIN FT	100.00	0.00	\$ 2.00	\$ 200.00	\$ -
31	2573.530	STORM DRAIN INLET PROTECTION	EACH	23.00	12.00	\$ 150.00	\$ 3,450.00	\$ 1,800.00
32	2573.601	STABILIZED CONSTRUCTION EXIT - PARKING LOTS	LUMP SUM	0.50	0.00	\$ 3,000.00	\$ 1,500.00	\$ -
33	2575.511	MULCH MATERIAL TYPE 1	TON	0.50	0.00	\$ 190.00	\$ 95.00	\$ -
34	2575.605	SEED MIXTURE 25-131	ACRE	0.25	0.00	\$ 1,700.00	\$ 425.00	\$ -
35	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	875.00	0.00	\$ 1.15	\$ 1,006.25	\$ -
36	2582.501	PAVT MSSG PAINT	SQ FT	120.00	0.00	\$ 6.00	\$ 720.00	\$ -
37	2582.502	4" SOLID LINE PAINT	LIN FT	7000.00	0.00	\$ 0.55	\$ 3,850.00	\$ -

Alternate 2 Subtotal: \$ 413,566.25 \$ 251,766.20

Schedule: Alternate 3
Description: CP 2017-21 VMCC/Golf Course Parking Lots - Golf Course Parking Lot

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.601	MOBILIZATION - PARKING LOTS	LUMP SUM	0.40	0.30	\$ 50,000.00	\$ 20,000.00	\$ 15,000.00
2	2101.501	CLEARING	ACRE	0.10	0.10	\$ 1,100.00	\$ 110.00	\$ 110.00
3	2101.502	CLEARING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
4	2101.506	GRUBBING	ACRE	0.10	0.10	\$ 1,050.00	\$ 105.00	\$ 105.00
5	2101.507	GRUBBING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
6	2104.501	REMOVE PIPE CULVERTS	LIN FT	81.00	81.00	\$ 13.00	\$ 1,053.00	\$ 1,053.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	1140.00	530.00	\$ 7.00	\$ 7,980.00	\$ 3,710.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	11000.00	1000.00	\$ 2.00	\$ 22,000.00	\$ 2,000.00
9	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	35.00	0.00	\$ 2.00	\$ 70.00	\$ -
10	2104.523	SALVAGE SIGNT TYPE C	EACH	10.00	0.00	\$ 37.00	\$ 370.00	\$ -
11	2104.602	SALVAGE LIGHT POLE AND FOUNDATION	EACH	1.00	1.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
12	2105.501	COMMON EXCAVATION (P)	CU YD	1109.00	1109.00	\$ 16.00	\$ 17,744.00	\$ 17,744.00
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	50.00	0.00	\$ 60.00	\$ 3,000.00	\$ -
14	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	50.00	0.00	\$ 60.00	\$ 3,000.00	\$ -
15	2122.604	SUBGRADE PREPARATION (P)	SQ YD	10200.00	0.00	\$ 1.10	\$ 11,220.00	\$ -
16	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	10.00	0.00	\$ 120.00	\$ 1,200.00	\$ -
17	2130.501	WATER	M GALLON	10.00	0.00	\$ 40.00	\$ 400.00	\$ -
18	2211.501	AGGREGATE BASE CLASS 5	TON	200.00	0.00	\$ 35.00	\$ 7,000.00	\$ -
19	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	1050.00	0.00	\$ 56.00	\$ 58,800.00	\$ -
20	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	1300.00	0.00	\$ 56.00	\$ 72,800.00	\$ -
21	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
22	2501.602	15" RC PIPE APRON AND TRASH GUARD (PILING)	EACH	1.00	0.00	\$ 4,500.00	\$ 4,500.00	\$ -
23	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	0.00	0.00	\$ 1,000.00	\$ -	\$ -
24	2501.602	18" RC PIPE APRON AND TRASH GUARD (PILING)	EACH	1.00	0.00	\$ 4,700.00	\$ 4,700.00	\$ -
25	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	110.00	90.00	\$ 38.00	\$ 4,180.00	\$ 3,420.00
26	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	121.00	105.00	\$ 40.00	\$ 4,840.00	\$ 4,200.00
27	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ 11,700.00
28	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	2.00	2.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
29	2506.502	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
30	2506.502	FURNISH & INSTALL SAFL BAFFLE	EACH	1.00	0.00	\$ 7,000.00	\$ 7,000.00	\$ -
31	2506.602	CONST DRAINAGE STRUCTURE DES G	EACH	1.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
32	2511.501	RANDOM RIPRAP CLASS III	CU YD	11.00	0.00	\$ 120.00	\$ 1,320.00	\$ -
33	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	46.00	0.00	\$ 2.50	\$ 115.00	\$ -
34	2531.603	CONCRETE CURB AND GUTTER DESIGN B612 (HAND POUR)	LIN FT	840.00	192.00	\$ 20.00	\$ 16,800.00	\$ 3,840.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	50.00	22.00	\$ 23.00	\$ 1,150.00	\$ 506.00
36	2545.602	INSTALL LIGHT POLE AND FOUNDATION	EACH	1.00	0.00	\$ 3,600.00	\$ 3,600.00	\$ -
37	2563.601	TRAFFIC CONTROL - PARKING LOTS	LUMP SUM	0.50	0.25	\$ 1,600.00	\$ 800.00	\$ 400.00
38	2564.531	SIGN PANELS TYPE C	SQ FT	11.00	0.00	\$ 70.00	\$ 770.00	\$ -
39	2564.537	INSTALL SIGN TYPE C	EACH	5.00	0.00	\$ 120.00	\$ 600.00	\$ -
40	2571.505	DECIDUOUS SHRUB NO 2 CONT	SHRUB	10.00	0.00	\$ 80.00	\$ 800.00	\$ -
41	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRUB	3.00	0.00	\$ 100.00	\$ 300.00	\$ -
42	2571.507	ORNAMENTAL GRASS NO 1 CONT	PLANT	120.00	0.00	\$ 23.00	\$ 2,760.00	\$ -
43	2573.502	SILT FENCE; TYPE MS	LIN FT	300.00	0.00	\$ 2.00	\$ 600.00	\$ -
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	4.00	4.00	\$ 150.00	\$ 600.00	\$ 600.00
45	2573.601	STABILIZED CONSTRUCTION EXIT - PARKING LOTS	LUMP SUM	0.50	0.00	\$ 3,000.00	\$ 1,500.00	\$ -
46	2574.525	FILTER TOPSOIL BORROW	CU YD	150.00	0.00	\$ 37.00	\$ 5,550.00	\$ -
47	2575.511	MULCH MATERIAL TYPE 1	TON	1.60	0.00	\$ 265.00	\$ 424.00	\$ -
48	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	9.00	0.00	\$ 16.00	\$ 144.00	\$ -
49	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	37.00	0.00	\$ 12.00	\$ 444.00	\$ -
50	2575.605	SEED MIXTURE 25-131	ACRE	0.40	0.00	\$ 1,700.00	\$ 680.00	\$ -
51	2575.605	SEED MIXTURE 33-261	ACRE	0.20	0.00	\$ 2,000.00	\$ 400.00	\$ -
52	2575.605	SEED MIXTURE TYPE FINE FESCUE	ACRE	0.20	0.00	\$ 1,600.00	\$ 320.00	\$ -
53	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	2800.00	0.00	\$ 1.15	\$ 3,220.00	\$ -
54	2582.501	PAVT MSSG PAINT	SQ FT	60.00	0.00	\$ 6.00	\$ 360.00	\$ -
55	2582.502	4" SOLID PAINT	LIN FT	4750.00	0.00	\$ 0.55	\$ 2,612.50	\$ -

Alternate 3 Subtotal: \$ 331,661.50 \$ 70,298.00

COST SUMMARY

Contract: CP 2017-21
Owner: City of Inver Grove Heights
Project: VMCC/IHGC Parking Lots

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
Alternate 2	CP 2017-21 VMCC/Golf Course Parking Lots - VMCC Parking Lot and Trail	\$ 413,566.25	\$ 251,766.20
Alternate 3	CP 2017-21 VMCC/Golf Course Parking Lots - Golf Course Parking Lot	\$ 331,661.50	\$ 70,298.00
Total Base Cost		\$ 745,227.75	\$ 322,064.20
Total Contract Amount		\$ 745,227.75	
Contract Work Completed To Date			\$ 322,064.20
Retainage 5.00%			\$ 16,103.21
Previous Payments			\$ -
Amount Due This Partial Payment #1			\$ 305,960.99

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)							
Date of Council Action: 10/22/2018							
City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Paid to Date	Current Contract Amount
2015-09D	\$3,329,897.50	\$81,915.75	\$2,539,139.27	\$126,956.96	\$565,536.02	\$2,412,182.31	\$3,411,813.25
2018-08	\$34,125.00	\$0.00	\$30,965.00	\$1,548.25	\$0.00	\$29,416.75	\$34,125.00
2018-11	\$1,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
Subtotal:	\$3,365,172.50	\$81,915.75	\$2,570,104.27	\$128,505.21	\$565,536.02	\$2,441,599.06	\$3,447,088.25
2017-21	\$859,956.50	-\$114,728.75	\$322,064.20	\$16,103.21	\$305,960.99	\$305,960.99	\$745,227.75
Total:	\$4,225,129.00	-\$32,813.00	\$2,892,168.47	\$144,608.42	\$871,497.01	\$2,747,560.05	\$4,192,316.00

Note: Update and submit this breakdown to the Finance Department for each pay voucher.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contract with Xcel Energy for Heritage Village Park Overhead Powerline Removal

Meeting Date: October 22, 2018
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Brian Swoboda
Tracy Petersen

☐	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

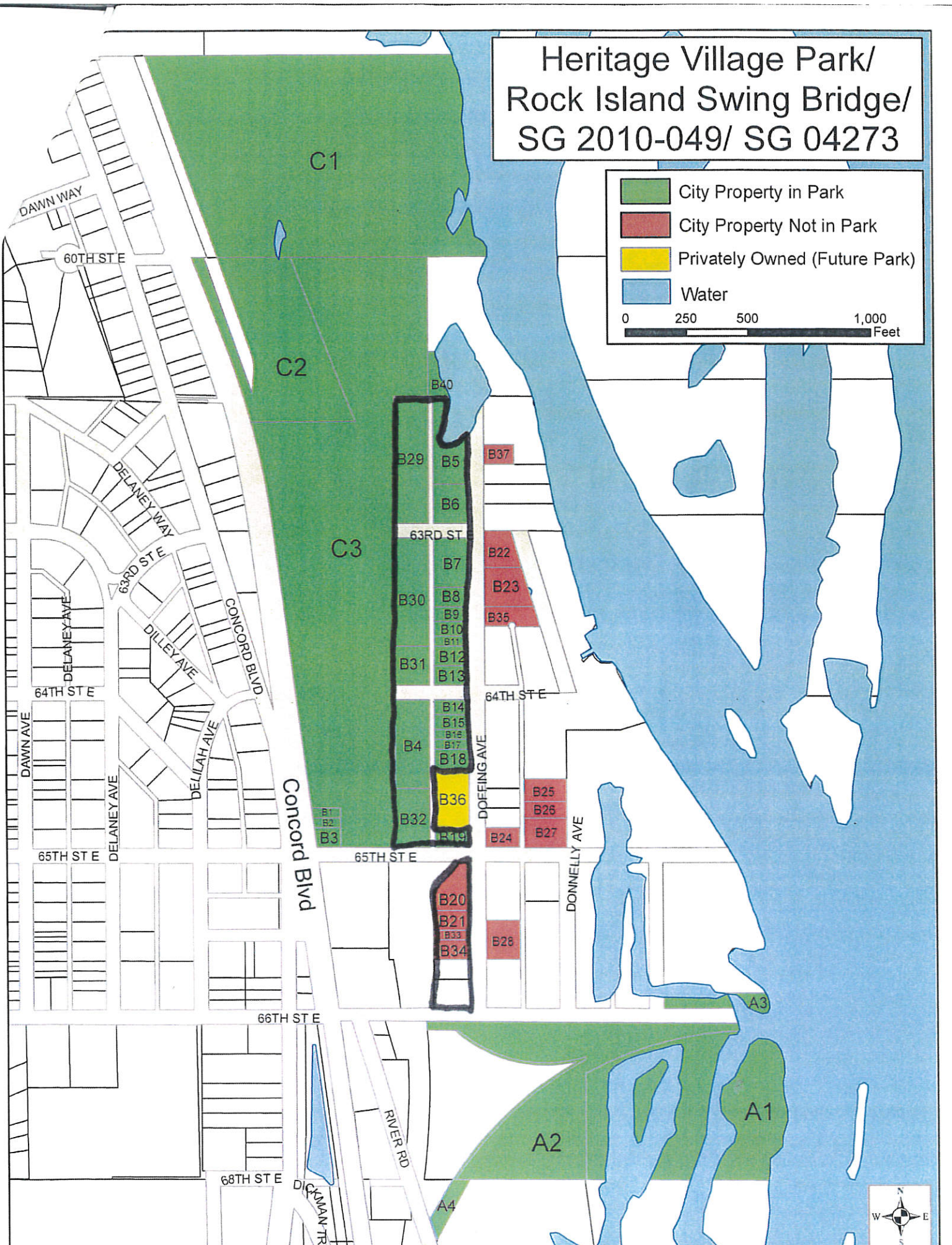
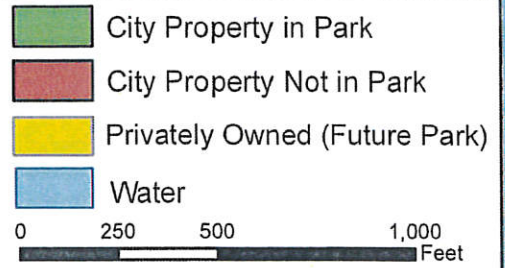
The Council is asked to award a contract to Xcel Energy in the amount of \$9,356.27 to remove overhead power lines in Heritage Village Park (see attached map). The project is funded by a grant the City has received from the State of MN and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Pember Companies Inc. on July 23, 2018 for construction of a dog park at Heritage Village Park. The contract with Pember includes the removal of all of the trees along Doffing Ave. (see attached map). In preparation for Phase II development we will need to remove all of the existing Xcel poles and overhead wires that served the residents and businesses that use to own property in the area.

Xcel has provided a price of \$9,356.27 to complete this work. This work is in addition to the work Xcel will be doing to bury overhead power lines that cross Heritage Village Park at approximately 63rd St.

Heritage Village Park/ Rock Island Swing Bridge/ SG 2010-049/ SG 04273



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 4- Dasher Board Package (Final) – West Rink Floor Project – City Project 2017-1722

Meeting Date: October 22, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

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 pay request #4 (Final) for the Dasher Board Package for the West Rink Renovation Project to Becker Arena Products Inc. in the amount of \$19,251.72. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund. The contract with Becker Arena Products is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

SUMMARY

On May 14, 2018, the Council approved the purchase of the dasher board system for the West Rink Project using the National Joint Powers Purchasing Agreement (NJPA) from Becker Arena Products in an amount of \$165,245.57. On August 27, 2018 the Council approved Change Order #1 for rubberized flooring in the amount of \$27,271.51.

The contract with Becker Arena Products is as follows:

Becker Arena Products	\$165,245.57
Change Order 1	\$27,271.51
Total	\$192,517.08

The overall project budget is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacer
Braun Intertec	\$2,100	Soils Engineer
Insituform	\$31,886	Line Roof Drain Pipe
Becker Arena Products	\$165,246	Dasher Board System
Becker Arena Products – Change Order #1	\$27,272	Correct Rain Damage; paid by LMCIT insurance claim
Minnesota Ice	\$539,852	West Rink Floor
MN Ice - Change Order #1	\$19,107	Soils Correction
MN Ice - Change Order #2	\$1,230	Additional Temperature Sensors
MN Ice - Change Order #3	\$48,842	Correct Rain Damage; paid by LMCIT insurance claim
Project Contingency	\$7,563	Started at \$50,000 increased to \$60,000 on July 23, 2018, increased to \$110,000 on August 13, 2018 and increased to \$138,000 on August 23, 2018
Total	\$1,024,620	



Becker Arena Products Inc
720 Innovation Drive
Shakopee MN 55379 USA

Phone: 800-234-5522
Fax #: 952-890-2680

www.beckerarena.com

Invoice: 1015276

INVOICE

Page: 1 of 1
Date: 10/02/2018

Sold To: INV000

Teri O'Connor
Inver Grove Heights, City Of
Veterans Memorial Civic Center
8055 Barabara Ave
Inver Grove Hts MN 55077 USA

Ship To:

Inver Grove Heights Veterans Memorial Civic
Center
8055 Barabara Ave
Inver Grove Hts MN 55077 USA

Fax:

EMail: TOCONNOR@INVERGROVEHEIGHTS.ORG

PO Number:

Terms: 45%down, 45%10 day 10%

SO #: 1011284

Sales Rep: Brad Peterson

Ordered: 8/29/2018 12:00:00

Ship Via: Delivered (included in

Packing Slip: 10940

Sales Tax ID: 8022953

cost) Ship Date: 10/02/2018

Line	Part Number/Description	Quantity	Unit Price	Ext Price
1	01 FLOORING FLOO - Inver Grove Heights, MN	1.00 EA	13,301.94000 /1	13,301.94
				Discount % 665.10
				EA Reference: Job No.: 1011284-1-1
Our Part: 01 FLOORING				
2	INSTALL1 INVER GROVE HEIGHTS, MN - RUBBER FLORING & INSTALL	1.00 EA	15,404.92000 /1	15,404.92
				Discount % 770.25
				EA Reference: Job No.: 1011284-2-1
Our Part: INSTALL1				

Allocated Deposit Invoices:

Invoice Number	Invoice Date	Remaining Balance	Allocated Amount	Allocated Tax Amount
1,015,007	9/17/2018 12:00	0.00	24,544.36	0.00
				0.00

Payment Schedule

	Due Date	Amount
1	10/15/2018	2,727.15
Total		2,727.15

Total: 2,727.15



Becker Arena Products Inc
720 Innovation Drive
Shakopee MN 55379 USA

Phone: 800-234-5522
Fax #: 952-890-2680

www.beckerarena.com

Invoice: 1015275

INVOICE

Page: 1 of 1
Date: 10/02/2018

Sold To: INV000
Teri O'Connor
Inver Grove Heights, City Of
Veterans Memorial Civic Center
8055 Barabara Ave
Inver Grove Hts MN 55077 USA

Ship To:
Inver Grove Heights Veterans Memorial Civic
Center
8055 Barabara Ave
Inver Grove Hts MN 55077 USA

Fax:

Email: TOCONNOR@INVERGROVEHEIGHTS.ORG

PO Number:
Sales Rep: Brad Peterson
Packing Slip: 10941

Terms: 45%down, 45%10 day 10%
Ordered: 5/21/2018 12:00:00,
Sales Tax ID: 8022953

SO #: 1010124
Ship Via: Delivered (included in
cost) Ship Date: 10/02/2018

Line	Part Number/Description	Quantity	Unit Price	Ext Price
1	INVER GROVE HEIGHTS, MN BAP6.0 GALVANIZED STEEL FRAMED DASHER BOARDS	1.00 EA	144,564.32000 /1	144,564.32
			Discount %	7,228.22
		EA	Reference:	
	Our Part: INVER GROVE HEIGHTS, MN		Job No.:	1010124-1-1
2	INSTALL1 INVER GROVE HEIGHTS, MN - REMOVAL OF EXISTING BOARDS	1.00 EA	0.00000 /1	0.00
		EA	Reference:	
	Our Part: INSTALL1		Job No.:	1010124-2-1
3	INSTALL1 INVER GROVE HEIGHTS, MN - FULL INSTALLATION	1.00 EA	29,378.39000 /1	29,378.39
			Discount %	1,468.92
		EA	Reference:	
	Our Part: INSTALL1		Job No.:	1010124-3-1

Allocated Deposit Invoices:

Invoice Number	Invoice Date	Remaining Balance	Allocated Amount	Allocated Tax Amount
Deposits		0.00	148,721.00	0.00
				0.00

Payment Schedule	
Due Date	Amount
10/15/2018	16,524.57
Total	16,524.57

Total: 16,524.57

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Heritage Village Park – Phase II Contract with WSB

Meeting Date: October 22, 2018
 Item Type: Regular Meeting
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Tracy Petersen

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 a contract with WSB to provide planning, final design, and bidding services for the Phase II development at Heritage Village Park. The recommendation includes:

- Phase II improvements include: grading, parking lot, inclusive playground, lighting, picnic shelters, trails, landscaping, park amenities
- Regional trail connection between Heritage Village Park and Swing Bridge Park along Doffing Ave.
- Hire WSB Inc. on an hourly not to exceed amount of \$114,900 (see attached proposal from WSB)
- Funding of the proposed improvements is recommended as follows:

State of MN Grant SG-04273 - Match Required 1:1	\$850,000
City 1:1 Match for Dog Park Work (402 Fund)	\$850,000
	\$1,700,000

SUMMARY

With the approval of Phase I of Heritage Village Park (Dog Park), it's time to start planning for the Phase II development at Heritage Village Park so we can utilize the proceeds of the State Grant before the end of 2019. Phase II are planned to include:

- Parking and the necessary storm water treatment areas
- Inclusive Playground Structure (themed)
- Shelter(s)
- Trails that connect the MRRT to Swing Bridge Park along Doffing Ave and trails within the park itself
- Landscaping
- Site amenities
- Shelter(s)
- Professional services

Our planned improvements may be more expensive than our funding, but we will look for additional funding and prioritize the projects by doing some "add/alts" as part of the bidding process. The PRAC is recommending approval and has established a sub-committee consisting of Commissioners Eiden, Barker, Cook, and Freer to oversee the planning.



October 3, 2018

Mr. Eric Carlson
Parks and Recreation Director
City of Inver Grove Heights
8055 Barbara Avenue East
Inver Grove Heights, MN 55076

Re: Professional Services Proposal – Heritage Village Park Phase 2 Development

Dear Mr. Carlson:

I am pleased to submit this letter proposal on behalf of WSB & Associates, Inc. (WSB) to the City of Inver Grove Heights (City) to complete professional design and engineering services for the final design of Phase 2 development at Heritage Village Park.

PROJECT UNDERSTANDING

It is our understanding that this project is to include design development, final design and bidding for the Phase 2 development at Heritage Village Park, to include parking lots, park trails, regional trail connection to the Swing Bridge trailhead along Doffing Ave., a themed community playground, prefabricated picnic shelters with some customization, utilities (water, storm, sanitary, and electrical), and landscaping. The project will also include coordinating with the local utility company to potentially bury overhead power lines where they are in conflict with proposed improvements.

The following scope of services is meant to provide the City with the steps necessary to complete a successful implementation plan.

SCOPE OF SERVICES

- A. **Programming / Design Development:** WSB shall confirm the scope of work with the City to carry forward into the final design / construction documents as approved by the City at a project start-up meeting. A brainstorming session will also take place at the initial city meeting regarding alternative layouts based on actual city parcels and future phasing opportunities and theming opportunities to tie into the site design.

Preparation of design development plans will then be prepared to confirm materials, revised layout and design themes, potential construction methods, and a preliminary estimate of probable costs for construction. A design review meeting will be held with the City to review the design development plans and estimate of probable costs prior to determine which of the improvements will be included in the final plans for bidding.

Task A Fees: \$24,000

- B. **Final Construction Documents:** Preparation of final construction documents for the site improvements as approved by the City. These documents shall include plans, details and other drawings as necessary, as well as written specifications, in sufficient detail for the City to pursue competitive bids for the construction of the improvements, along with an estimate of probable costs for construction. This task shall include parking lots, community playground area, prefabricated shelter, storm water design, electrical service, water service, and potentially sanitary service design related directly with the proposed improvements. The architectural park restroom / shelter building is not included under this scope of work at this time but can be provided separately if it chosen to be included in the construction package.

WSB will work with the city and potential playground vendors to prepare a playground layout meeting the City's desire for a community sized themed playground representing the history of Inver Grove Heights and the previous site's land uses. The selected designs will be included in the final construction documents for bidding purposes. This shall include holding up to two (2) meetings with playground designers for review and refinement.

Review meetings of the final construction document package will be held with the City at the 60% and 90% complete milestone prior to 100% completion.

Task B Fees: \$51,500

Site/Utilities: \$48,500

Electrical: \$3,000

- C. **Geotechnical Soil Report:** WSB will conduct standard penetration soil borings in the general project areas up to a depth of 15-feet. Six (6) borings up to a depth of 10 feet will be taken in proposed parking lot and stormwater basin locations. Two (2) borings up to a depth of 15 feet will be taken in building locations. Gopher State One-Call will identify any public utilities but private utilities must be located by the City.

Environmental overview of the geotechnical samples will be provided by the City of Inver Grove Heights environmental consultant (Braun Intertec) for any samples necessary during the soil boring process and oversight and testing of any suspect soils (debris, staining, vapors, odor, etc.). If unsuitable soils (existing fill, organic soils, etc.) are encountered at the proposed boring termination depth(s), it will be necessary to extend the borings into more competent materials. This will allow us to better evaluate potential construction issues. An additional charge of \$30 per lineal foot will be assessed for borings extended beyond their proposed termination depths. If the added work requires an additional mobilization to the site it will be charged at \$500 per day.

Note that in Minnesota, a boring that is deeper than 15 feet is considered an environmental well and requires Well Sealing Notification and Sealing Records be submitted to the Minnesota Department of Health, along with a Notification fee. The borings are planned to depths of less than 15 feet, but if they are extended due to the presence of unsuitable soils at planned termination, then additional fees of about \$400 will be incurred for MDH forms, MDH fees, and grouting of the onsite borings. WSB will fill out the MDH notification and sealing record forms and sign on behalf of the owner unless directed otherwise.

Information gathered for this project will be used to prepare a geotechnical report. The report will summarize our findings and provide a discussion of subsurface soil and groundwater conditions encountered in our borings and how they may affect the proposed construction of foundations, subsurface walls, slabs and pavements. The report will also provide recommendations for an allowable soil bearing pressure for footing design, along with estimates of groundwater depths/elevations and settlement under our assumed or given structural loads, site grading, and a discussion of soils for use as structural fill and site fill.

Task C Fee: \$5,000

- D. **Water Resources & Permitting:** WSB will develop a hydrologic model for the proposed park improvements and develop appropriate BMP's to meet permit requirements. It is anticipated that some of the proposed work will be within the 500-year flood plain and the 100-year flood plain and that a conditional use permit will be required as part of this project along with a Land Alteration Permit for fill within the flood plain. WSB will develop a drainage plan for the park improvements to size storm water structures and design appropriate BMP's as required to meet IGH, LMRWMO and NPDES permit requirements for an increase in impervious surfaces within the park. This will include designing to comply with special impaired water requirements of the NPDES permit. This task also includes the preparation and submittal for project permits to include an NPDES permit, SWPPP plan finalization meeting the NPDES requirements, and a watershed district permit. An additional scope will be provided if FEMA permitting is required should buildings need to be elevated out of the 100-year flood plain.

Task D Fees: \$16,500

Stormwater Modeling & Design: \$11,500

Permits: \$5,000

- E. **Bidding:** WSB will provide oversight and administration of the project bidding process to include sending out Advertisement for Bid, uploading plans and specs to Quest CDN, responding to questions that arise during the bidding process, preparation of addenda, attending bid opening, tabulation of bids, review of contractor references, and letter of recommendations for selection of contractors. Due to the grant requirements, the bidding process will also include research and contact with contractors in order to meet the DBE requirements for the project.

Task E Fee: \$3,000

F. Survey Services: The following survey services will be included:

- a. Site topographical base survey: WSB will complete a site topographical survey for specific areas of the project extents to include 1 foot contours, spot grades, existing pavements and development, utilities (in concert with as-built information from the City) and existing trees with a 6-inch caliper or greater, for use in the development of construction documents.

Task F Fee: \$10,000

G. Additional Services (if needed)

- a. **Wetland Delineation & Permitting:**

Task 1: WSB will complete a Level 2 (onsite) wetland investigation within the designated project limits in fall of 2018. Wetlands and surface water features (if encountered) will be delineated and characterized. Prior to the site visit, WSB will review Dakota County Soil Survey information, MnDNR Public Waters information, DNR National Wetland Inventory information, FEMA flood zone map, contours, and historic aerial photos for the project area. The wetland delineation will be completed in conformance with the US Army Corps of Engineers (USACE) Wetlands Delineation Manual (US Army Corps of Engineers, 1987) and the Midwest Regional Supplement. The wetland boundary will be surveyed using a sub-meter accuracy GPS unit. Fluorescent pink pin flags will be used to temporarily mark the boundary of the wetlands until approval is received.

\$850

Task 2: If wetlands are identified, the information obtained as part of Task 1 will be compiled into a wetland delineation report. This report will be submitted to the City of Inver Grove Heights, the Local Government Unit (LGU), and USACE for their review and approval. The wetland delineation report will include a figure depicting the locations of all delineated wetlands, as well as characterization & classification of wetland types. WSB will explore the possibility of a no-loss determination, as wetlands on the site may be incidental (perhaps not subject to wetland replacement). If any wetlands appear to be incidental, they would be labeled as such in the report, for further review by the City and/or Technical Evaluation Panel.

\$1,700

Task 3: Wetland boundary and type concurrence will be requested from the City of Inver Grove Heights. WSB will accompany the LGU in the field for the verification review. The USACE will also provide concurrence of any identified wetland boundaries. WSB will coordinate with the City of Inver Grove Heights to determine whether an approved or preliminary Jurisdictional Determination will be requested from the USACE. A final, approved wetland boundary CAD file will be delivered to the City following LGU and USACE approval.

\$350

Task 4: MN Wetland Conservation Act and US Army Corp of Engineers Section 404 Permits (Joint Application). The approved delineated wetland boundaries will be incorporated into project design for wetland impact avoidance and minimization considerations. If impacts are required, WSB will prepare the WCA and Section 404 permits application (Joint Application). A MnDNR public waters works permit is not anticipated, as work is not anticipated to occur within a DNR public waters. WSB will incorporate the avoidance sequencing discussion and assumes wetland replacement (if necessary) will be via an approved wetland bank. Any fees incurred for wetland replacement credits will be the responsibility of the City of Inver Grove Heights.

\$2,000

- b. **Additional Services** - Services other than those listed in the Scope of Services above and requested and authorized in writing by the City. These services shall be billed on an hourly basis according to the current Hourly Rate Schedule at the time of request.

ASSUMPTIONS AND EXCLUSIONS

The scope of services includes the following assumptions and exclusions related to the project fees.

- A. It is assumed that any environmental work that may be necessary in terms of the site environmental covenant, including a Response Action Plan and Construction Contingency Plan for submittal and approval by the MPCA, environmental oversight of geotechnical work, and environmental oversight of site construction work, including any requirements related to on-site contamination and related permits, would be provided by the City's environmental consultant (Braun Intertec).
- B. If the presence of contamination is found during any excavations or construction work, this will result in extra costs for further investigation, management and disposal, as required. If contamination is found in areas designated for a storm water BMP, infiltration at the BMP will not be allowed and further redesign may be necessary, at an additional cost.
- C. If vapor risks are present, the inclusion of vapor barriers under proposed buildings and utility trench areas may be necessary to reduce vapor risks and migration.
- D. Construction Administration, Observation, Survey, and Testing Services are not included at this time. A fee proposal can be provided once the final design for the Phase 2 development has been fully identified.
- E. Sanitary system design does not include a lift station design.

FEES FOR PROFESSIONAL SERVICES

It is proposed that Tasks be billed on an hourly-not-to-exceed basis according to the following breakdowns:

Task A (Design Dev.):\$24,000
Task B (Final Design):\$51,500
Task C (Geotechnical):\$ 5,000
Task D (Water Resources): ..\$16,500
Task E (Bidding)\$ 3,000
Task F (Survey).....\$10,000
Total: \$110,000

Additional Services: TBD

If you are in agreement with the terms as outlined above, please sign where indicated below and return one copy to our office.

Thank you for this opportunity to propose on this project. If you should have any questions regarding this proposal, please contact me at 763-231-4848.

Sincerely,

WSB & Associates, Inc.

City of Inver Grove Heights

Candace Amberg, PLA
Senior Associate

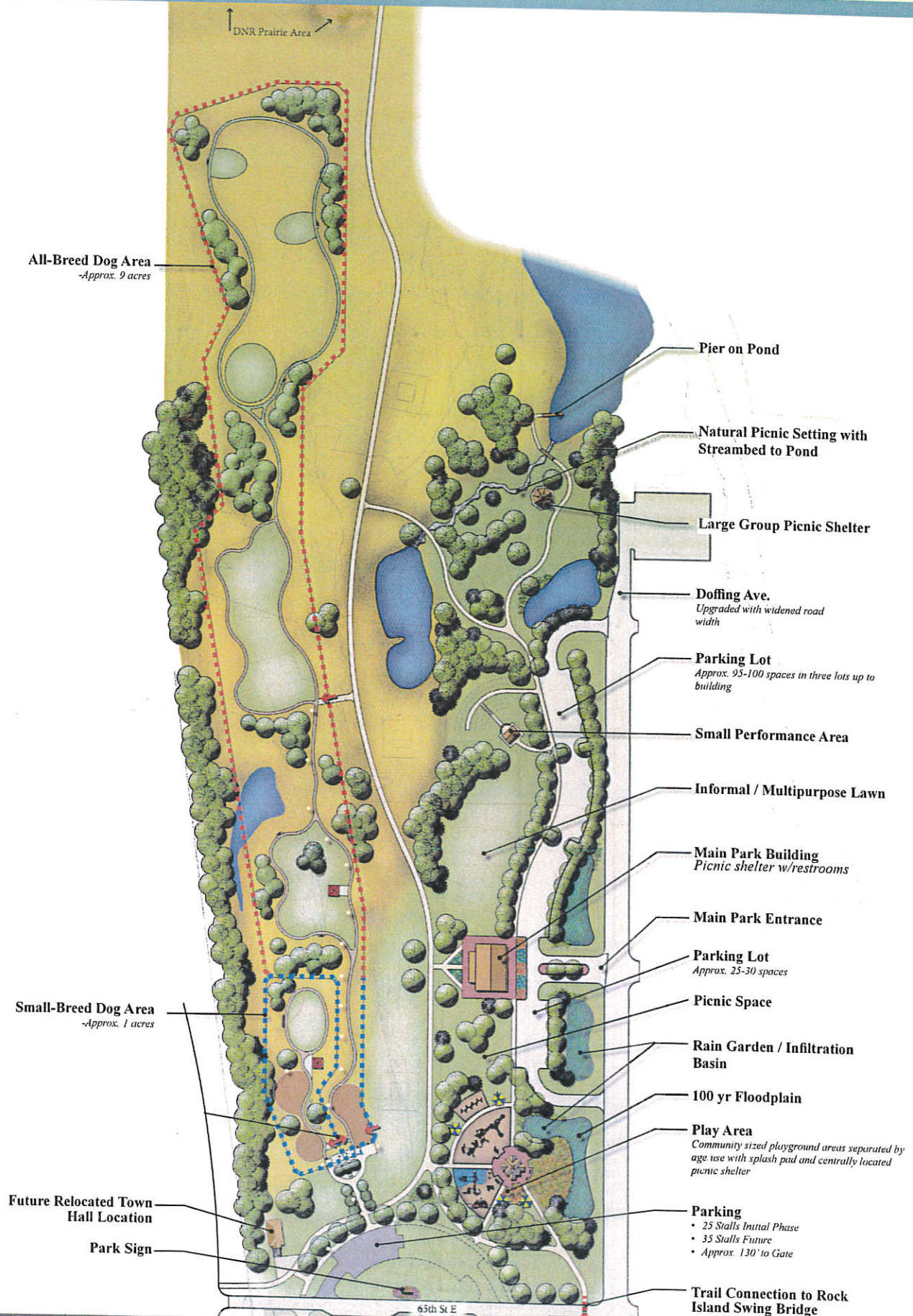
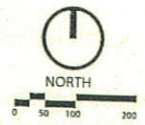
Signature:

Name/Title:

Date:



Heritage Village Park ON THE MISSISSIPPI RIVER



Preliminary Master Plan

WSB Project 010132-000
February 14, 2018



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Replacing Seidls Lake Park Playground Equipment

Meeting Date: October 22, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Brian Swoboda-651-450-2582
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of replacing playground equipment at Seidls Lake Park located at 2655 47th St. E. which is currently 23 years old (typical replacement is 20 years). It is proposed that the submittal by St. Croix Recreational Playground be installed. The replacement cost of the equipment and installation is \$75,000 and shall be funded by the Park Capital Replacement Fund 444. The Council is asked to support a total overall project budget of \$100,000 funded by the Fund 444 to cover other expenses such as new concrete curb, side walk, ADA ramps, trail connections and restoration, due to relocating the structure according to the Master Plan.

SUMMARY

On September 12, 2018 the Inver Grove Heights Park and Recreation Advisory Commission (PRAC) approved a replacement timeline for a new Playground at Seidls Lake Park. The timeline included sending letters to neighbors within a ½ mile of the park, posting signs at the park, hosting a neighborhood meeting, posting on IGH website and social media.

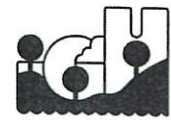
All proposals were to include a swing bay, a play structure for ages 2-5 and a play structure for ages 5-12. All proposals were to fit inside a maximum perimeter container of 5000 sq. ft. and meet all ADA and ASTM specifications. The City received playground proposals from four vendors that had specifications to follow with a maximum budget for all play structures and installation not to exceed \$75,000. The four proposals were scored by an internal sub-committee of city staff weighing in on play value, durability, warranty and aesthetics.

After scoring all proposals, the proposal submitted by St. Croix Recreational Playground scored the highest and is recommended by the committee. This proposal was brought to the neighborhood meeting at Seidls Lake Park on September 25, 2018. Approximately 45 residents/neighbors attended and had the opportunity to pick colors, change a few play features and comment on the Master Plan and what other amenities the neighborhood would like to see added. Comments mentioned the most, were of adding a ½ basketball court, small shelter, picnic tables, portable bathrooms, lights, park rules sign, fencing and a possible cross walk on Blaine Ave.

The PRAC is recommending approval.

Seidl's Lake Park

Overall Preliminary Master Plan



South St. Paul Site

Trails should tie into the South St. Paul's portion of Seidl's Lake Park.

Property Crossing Options

Crossing the two sections of lakeshore to join the Inver Grove Heights site to the South St. Paul site should be pursued.

One option consists of using boardwalks with overlooks across the water in order to bypass the private property.

The other option consists of the city obtaining trail easements from the private property owners to build the trail on solid ground.

Park Property Lines (typ)

Future Trail Alternate

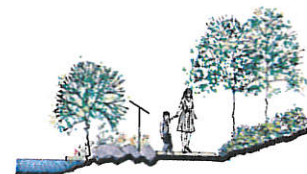
A future trail to complete a loop around the lake could be implemented, if desired, and would tie into the South St. Paul park site. The trail should be minimal in width, possibly built of a nature trail material (bare soil, wood chips, etc.) and should minimize disturbance to the site.

Lakeside Trail

Future lakeside trail should be a minimum of 6' wide, with an ideal width of 8' and should tie into the South St. Paul trail system.

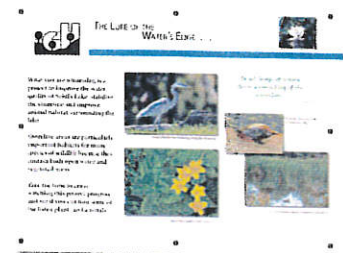
The trail should be built above the future high water level, where feasible, once this is established and control structures are in place. In areas where it is not feasible, use of suitable construction materials shall be used to reduce the propensity for water damage.

Where the trail is adjacent to steep slopes, the edge of the trail shall have retaining walls built of suitable materials that would blend with the natural character of the site, such as limestone blocks, natural boulders, etc.

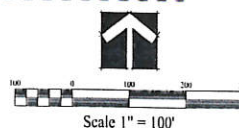


Interpretive / Educational Information

Placement of interpretive / educational signs along the various park trails would provide the users information about their surroundings and encourage stewardship for the park.

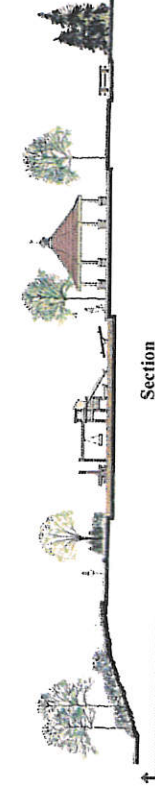


REFER TO ENLARGEMENT
PLAN FOR INFORMATION
WITHIN THIS AREA



Seidl's Lake Park

Preliminary Master Plan



Section



City of Inver Grove Heights

Vegetative Thinning:
Selective thinning of the existing overstory trees in this area to improve sightlines for safety.

Nature Trail:
A field located nature trail with a couple of bench seating areas winds around the hill and connects into the paved trail system.

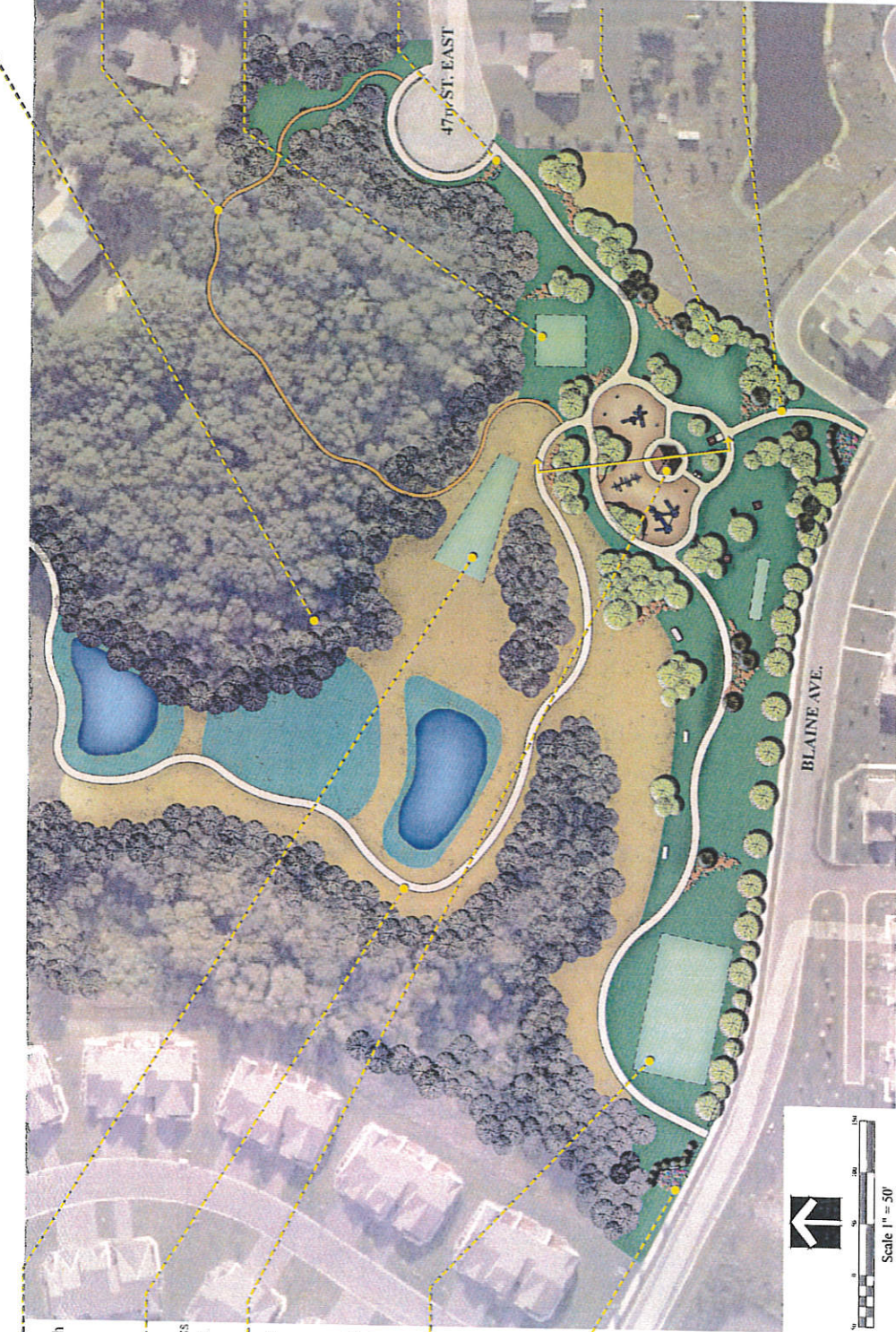
Future Use:
An area shall be left open for possible future hardcourt (basketball 1/2 court, 4-square, horseshoes, etc.) should the demand exist.

Park Access:
The cul-de-sac provides a secondary park access that has a trail all the way around and a stone park sign to enhance the park entrance, as well as to discourage vehicular traffic from cutting through the park.

Enhanced Landscaping:
The use of various trees and shrubs are incorporated to enhance aesthetics, provide shade, separate use areas, and naturalize the site.

Park Trail:
The park trail allows access to the various recreational amenities, creates loop systems and is aligned to discourage traffic from cutting through the park.

PROJECT #07-01
DATE: JUNE 13TH, 2007



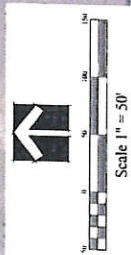
Sledding:
An area on the hillside shall be left open (not planted with trees) and can be used for winter sledding.

Future Trail:
The future trail winds down the hill to provide H.C. access to the lower areas of the park

Main Gathering Space:
A gathering area is created to provide space for childrens play equipment, a small shelter structure, adjacent picnic space and lawn games (bocce ball, horseshoes, etc.)

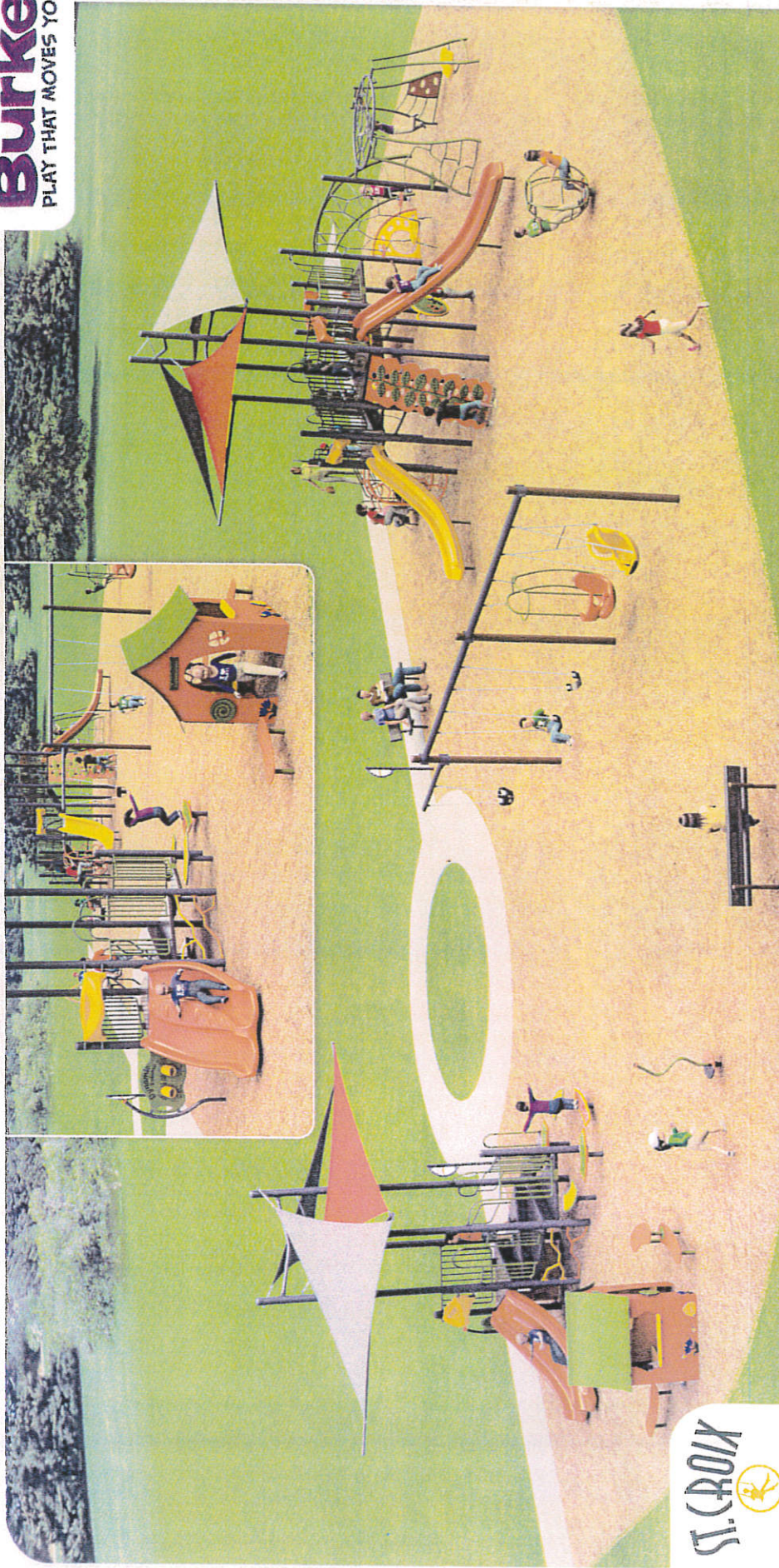
Informal Field Space:
Open lawn area for informal use, such as picnics, frisbee, winter general skating, soccer, ball play, etc. and is not intended to be for programmed activities

Park Entrance Identification:
The park entrances along each end of Blaine Ave. are enhanced by providing some sections of ornamental fence, the addition of a park sign on the west end, ornamental planting beds around the park signs, and additional street tree plantings.



BRAUER & ASSOCIATES, LTD.
LAND USE PLANNING AND DESIGN

Burke
PLAY THAT MOVES YOU



SEIDL'S LAKE PARK

PROPOSAL: 100-112252-1

ST. CROIX



RECREATION
funplaygrounds.com



Project Areas

Inver Grove Heights, MN - Seidls Park

All statistical results are aggregated for the listed project areas and their service areas. Service areas are based on 10 minute (1/2 mile) walk times from project access points defined for each project area and based upon the walkable network.

Legend

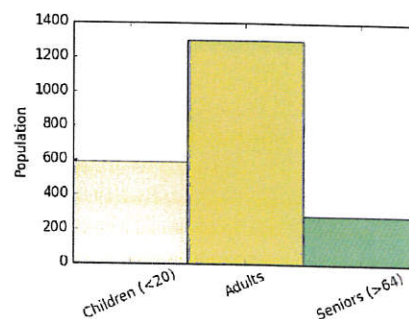
-  Project Area
-  Service Area



Population within a 10-minute walk

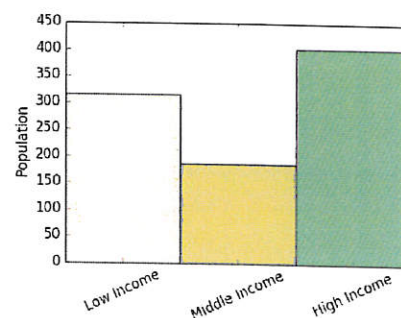
Total Population	2,173
------------------	-------

Age	Served
Children (less than age 20)	591
Adults (age 20 to age 64)	1,301
Seniors (age 65 and up)	282



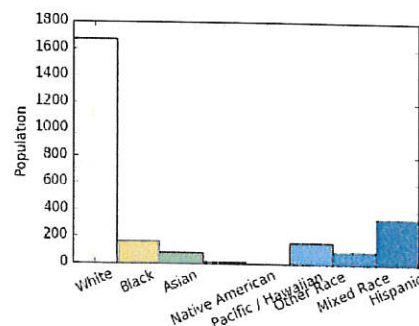
Household Income	Served
Low income	314
Middle income	185
High income	403

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White	1,673
Black	165
Asian	74
Native American	9
Pacific / Hawaiian	0
Other Race	158
Mixed Race	92
Hispanic*	333

* U.S. Census captures Hispanic Origin separate from race



Demographic information is derived from ESRI 2017 Demographic Forecast Block Groups data.

This report was created on September 24, 2018 using the ParkServe® interactive mapping site. It is for informational purposes only. The providers of this report disclaim any and all warranties, express or implied, including fitness for a particular purpose or merchantability, and make no representation that the report is complete, accurate, or error free. Use and reliance on this report is at the sole risk of the party using same.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #2, to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements

Meeting Date: October 22, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Tracy Petersen

☐	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 Pay Request #2 to Pember Companies Inc. in the amount of \$215,732.04 for the Heritage Village Park Dog Park. The project is funded by two grants the City has received from the State of MN and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Pember Companies Inc. on July 23, 2018 in the amount of \$843,017.

The contract with Pember Companies Inc. is as follows:

Pember Companies	\$843,017
Change Order #1	(\$340)
Change Order #2	\$420.75
Change Order #3	\$688.26
Change Order #4	\$53,764.75
Total	\$897,550.76

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$55,000	Design and Engineering
Braun Intertec – Environmental Coordination	\$10,000	Environmental Engineering
WSB – Construction Observation and Administration (estimate at this time)	\$46,800	Construction observation and administration
Construction Contract with Pember Companies Inc.	\$843,017	Dog Park contract
Change Order #1	(\$340)	Deletion of Base Bid Item #17
Change Order #2	\$421	Concrete apron
Change Order #3	\$688	Pressure reducing valve
Change Order #4	\$53,765	Tree Removal on Doffing
10% Construction Contingency	\$136,891	Started at \$84,000, increased by \$54,000 on September 24th
Xcel Energy – Bury Overhead Utility Lines (estimate at this time)	\$42,108	Xcel bury lines
Century Link – Bury Overhead Utility Line (estimate at this time)	\$22,096	Century Link bury lines
Total	\$1,210,446	

Contract Summary Sheet

Contract Change Order #1 for:

HVP Dog Park Development
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Distribution To:

☐ Owner ☐ Field
☐ Consultant ☐ Other
☐ Contractor

To (Contractor):

Pember Companies, Inc.
4449 - 469th Street
Menomonie, WI 54751

Date: 16-Oct-18

Consultants Project: 11626-000

CHANGES TO THE CONTRACT

(The contractor shall make the following changes to the contract)

#	DESCRIPTION	ADD	DEDUCT
CO1.1	Deletion of Base Bid Item #17		340.00
CO1.2	Addition of concrete FES item	420.75	
CO1.3	Addition of pressure reducing valve for drinking fountain line	688.26	
CO1.4	Addition of tree removals	53,764.75	
TOTAL CHANGE ORDER ADDS AND DEDUCTS:		54,873.76	340.00
NET CHANGE ORDER TOTAL:		\$54,533.76	

Contract Summary to Date	
Original Base Bid Contract Sum:	843,017.00
Previously Authorized Change Orders:	-
Net Change of this Change Order:	54,533.76
Total Contract Sum (Including all Change Orders to Date):	\$897,550.76

Consultant:

WSB & Associates, Inc.
701 Xenia Ave. South - Suite 300
Minneapolis, MN 55416

Signature

Date

10-17-18

Contractor:

Pember Companies, Inc.
4449 - 469th Street
Menomonie, WI 54751

Signature

Date

10/17/2018

Owner:

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

Signature

Date

REQUEST FOR PAYMENT

From: PEMBER COMPANIES, INC.
N4449 469th Street
Menomonie, WI 54751-5436

To: City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

Invoice: 10549
Draw: 695
Invoice date: 10/17/2018
Period ending date: 10/3/2018

Project: 18-0691-01 IGH, MN - HVP DOG PARK

REQUEST FOR PAYMENT:

Original Contract Amount: \$843,017.00

Net Change Orders: \$54,533.76

Revised Contract Amount: \$897,550.76

Contract Completed to Date: \$270,963.86

Retainage: \$13,548.20

Less Previous Requests: \$41,683.62

Current Request for Payment: \$215,732.04

Remaining Contract to Bill: \$640,135.10

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Inver Grove Heights relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: PEMBER COMPANIES, INC.

By: R2 RK

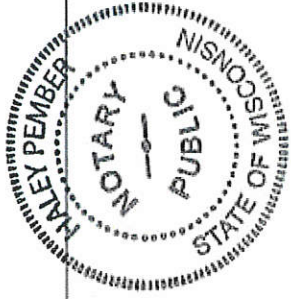
Date: October 17, 2018

State Of Wisconsin

County Of Dunn

Subscribed and sworn to before me this 17th day of October, 2018

Notary Public Halley Pender
My commission expires: March 13, 2022



PAYMENT RECOMMENDED:

PAYMENT APPROVED:

Engineer Signature Candace Amborg, PLA

Printed Name and Title

Date: 10-17-2018

Owner Signature

Printed Name and Title

Date:

REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK	Invoice: 10549	Draw: 695	Period Ending Date: 10/3/2018	Detail Page 2 of 6 Pages
--	----------------	-----------	-------------------------------	--------------------------

[illegible]

REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10549 Draw: 695 Period Ending Date: 10/3/2018 Detail Page 3 of 6 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT			TOTAL TO DATE		
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Units to Finish
10	MOBILIZATION	LS	1.00	33,550.00	33,550.00			0.50	16,775.00	0.50	0.50
20	CONSTRUCTION SURVEYING	LS	1.00	15,000.00	15,000.00			0.50	7,500.00	0.50	0.50
30	CLEARING & GRUBBING TREES	EA	4.00	985.00	3,940.00			1.00	985.00	1.00	3.00
40	CLEARING VEGETATION	ACRE	3.00	1,300.00	3,900.00						3.00
50	R&R BITUMINOUS PAVEMENT	SY	100.00	90.00	9,000.00						100.00
60	REMOVE, RELOCATE BOULDERS	EA	23.00	335.00	7,705.00						23.00
70	SITE EARTHWORK	LS	1.00	54,000.00	54,000.00			0.25	13,500.00	0.25	0.75
80	EXPORT EXCESS SOIL (LV)	CY	1,100.00	9.00	9,900.00	1,100.00	9,900.00	1,100.00	9,900.00	1,100.00	9,900.00
90	SELECT GRANULAR BORROW	CY	500.00	30.00	15,000.00	421.00	12,630.00	421.00	12,630.00	421.00	79.00
100	GEOTEXTILE FABRIC TYPE V	SY	1,500.00	1.95	2,925.00	1,581.00	3,082.95	1,581.00	3,082.95	1,581.00	-81.00
110	CLASS 5 AGGREGATE BASE	TON	760.00	23.25	17,670.00	645.00	14,996.25	645.00	14,996.25	645.00	115.00
120	CLASS 2 AGGREGATE BASE	TON	200.00	55.55	11,110.00						200.00
130	BITUMINOUS PARKING LOT	SY	1,200.00	26.35	31,620.00						1,200.00
140	BITUMINOUS TRAIL	SY	550.00	33.15	18,232.50						550.00
150	DRAINAGE STRUCTURE SPECIAL	EA	2.00	2,885.00	5,770.00	1.00	2,885.00	1.00	2,885.00	1.00	1.00
160	SPLASH BLOCKS	EA	2.00	225.00	450.00						2.00
170	12" PLASTIC APRON	EA	1.00	340.00	340.00	1.00	340.00	1.00	340.00	1.00	80.00
180	IRRIGATION CONDUIT	LF	80.00	30.00	2,400.00						1.00
190	12" SOLID HDPE PIPE SEWER	LF	91.00	50.00	4,550.00	90.00	4,500.00	90.00	4,500.00	90.00	100.00
200	4" PERFORATED HDPE PIPE	LF	600.00	20.00	12,000.00	500.00	10,000.00	500.00	10,000.00	500.00	20.00
210	4" PVC PIPE	LF	45.00	26.00	1,170.00	25.00	650.00	25.00	650.00	25.00	4.00
220	DRAINTILE CLEANOUT	EA	5.00	600.00	3,000.00	1.00	600.00	1.00	600.00	1.00	2,750.00
230	OUTLET CONTROL STRUCTURE	EA	1.00	2,750.00	2,750.00	1.00	2,750.00	1.00	2,750.00	1.00	700.00
240	KNIFE GATE VALVE AND BOX	EA	1.00	700.00	700.00	1.00	700.00	1.00	700.00	1.00	1.00
250	ELECTRICAL SERVICE	LS	1.00	117,700.00	117,700.00						3.00
260	LIGHT POLES, STEEL	EA	3.00	4,825.00	14,475.00						1.00
270	LIGHT POLES, FIBERGLASS	EA	1.00	5,300.00	5,300.00						-6.00
280	ROCK EXCAVATION	CY	45.00	100.00	4,500.00	51.00	5,100.00	51.00	5,100.00	51.00	1,875.00
290	TRAFFIC CONTROL	LS	1.00	2,500.00	2,500.00	0.75	1,875.00	0.75	1,875.00	0.75	1,800.00
300	4" THICK CONCRETE PAVEMENT	SF	1,800.00	8.70	15,660.00						200.00
310	6" THICK CONCRETE PAVEMENT	SF	200.00	10.25	2,050.00						130.00
320	6" PEDESTRIAN RAMP & CURB	SF	130.00	18.75	2,437.50						915.00
330	8" THICK CONCRETE APRON	SF	915.00	12.60	11,529.00						

REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10549 Draw: 695 Period Ending Date: 10/3/2018 Detail Page 4 of 6 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT			TOTAL TO DATE		
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Units to Finish
340	24" CONC MAINTENANCE STRIP	LF	1,300.00	43.25	56,225.00						1,300.00
350	B612 CURB & GUTTER	LF	550.00	25.60	14,080.00	489.00	12,518.40	489.00	12,518.40		61.00
360	DETECTABLE WARNING PLATE	SF	16.00	59.50	952.00						16.00
370	PARKING LOT STRIPING	LS	1.00	800.00	800.00						1.00
380	ADA PARKING SIGN	EA	2.00	230.00	460.00						2.00
390	BASIN SIGN	EA	4.00	230.00	920.00						4.00
400	DOG PARK SIGN - SMALL	EA	2.00	230.00	460.00						2.00
410	DOG PARK SIGN - RULES	EA	1.00	550.00	550.00						1.00
420	DOG PARK MESSAGE BOARD	EA	1.00	1,750.00	1,750.00						1.00
430	WOOD POST & WIRE FENCING	LF	3,900.00	11.05	43,095.00						400.00
440	WOOD POST & FENCE CORNERS	EA	22.00	345.00	7,590.00	3,500.00	38,675.00	3,500.00	38,675.00		400.00
450	4' HIGH CHAINLINK FENCE	LF	1,450.00	27.00	39,150.00	22.00	7,590.00	22.00	7,590.00		1,450.00
460	CHAINLINK DBL ACCESS GATE	EA	3.00	1,260.00	3,780.00						3.00
470	CHAINLINK MAIN GATE	EA	4.00	1,715.00	6,860.00						4.00
480	EROSION CONTROL BLANKET	SY	620.00	3.70	2,294.00						620.00
490	HYDRAULIC SOIL STABILIZER	ACRE	2.60	4,210.00	10,946.00						2.60
500	FILTER LOG WOOD FIBER	LF	1,500.00	3.00	4,500.00						200.00
510	CONSTRUCTION ENTRANCE	EA	1.00	715.00	715.00			1,300.00	3,900.00		0.50
520	EROSION CONTROL SILT FENCE	LF	800.00	2.00	1,600.00					0.50	0.50
530	TREE PROTECTION	LF	400.00	1.95	780.00						370.00
540	INLET PROTECTION	EA	2.00	100.00	200.00	600.00	1,170.00	600.00	1,170.00		-200.00
550	ENGINEERED SOIL (LV)	CY	200.00	98.00	19,600.00	2.00	200.00	2.00	200.00		20.00
560	DECIDUOUS TREE 2.5" CAL B&B	EA	5.00	520.00	2,600.00	180.00	17,640.00	180.00	17,640.00		5.00
570	DECIDUOUS TREE 1.5" CAL B&B	EA	3.00	425.00	1,275.00						3.00
580	5-GALLON POTTED SHRUB	EA	10.00	735.00	7,350.00						10.00
590	1-GALLON POTTED PERENNIAL	EA	50.00	22.80	1,140.00						50.00
600	SHREDDED HARDWOOD MULCH	SY	100.00	91.00	9,100.00						100.00
610	TURF SEED RESTORATION	ACRE	0.60	2,310.00	1,386.00						0.60
620	TYPE 2 FESCUE TURF SEED	ACRE	2.00	1,800.00	3,600.00						2.00
630	TYPE 3 BASIN SEED MIX	ACRE	0.10	2,650.00	265.00						0.10
650	DRINKING FOUNTAIN	EA	2.00	10,100.00	20,200.00						2.00
660	LIGHT POLES, FIBERGLASS	EA	17.00	3,300.00	56,100.00						17.00
680	1.5" TYPE K COPPER PIPE	LF	350.00	50.00	17,500.00	353.00	17,650.00	353.00	17,650.00	353.00	-3.00

REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10549 Draw: 695 Period Ending Date: 10/3/2018 Detail Page 5 of 6 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT			TOTAL TO DATE			Units to Finish
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
690	1.5" CURB STOP AND BOX	EA	1.00	600.00	600.00	1.00	600.00	1.00	600.00	1.00	600.00	
700	1.5" CORPORATION STOP	EA	1.00	500.00	500.00	1.00	500.00	1.00	500.00	1.00	500.00	
710	2" DUCTILE IRON PIPE CL 52	LF	50.00	70.00	3,500.00	45.00	3,150.00	45.00	3,150.00	45.00	3,150.00	5.00
720	2" CURB STOP AND BOX	EA	1.00	750.00	750.00	1.00	750.00	1.00	750.00	1.00	750.00	
730	2" CORPORATION STOP	EA	1.00	600.00	600.00	1.00	600.00	1.00	600.00	1.00	600.00	
740	BLOWOFF VALVE ASSEMBLY	EA	1.00	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	1.00	1,500.00	
760	COMMON TOPSOIL BORROW	CY	25.00	37.00	925.00							25.00
770	DISPOSE OF UNSUITABLE SOILS	CY	1,100.00	46.00	50,600.00							1,100.00
780	DEWATERING	LS	1.00	10,000.00	10,000.00							1.00
9000	MOBILIZATION	LS	1.00	0.00	0.00							1.00
9010	SUPERINTENDENT	LS	1.00	0.00	0.00							1.00
9020	WARRANTY COSTS	LS	1.00	0.00	0.00							1.00
9910	CHANGE ORDER NO 1		1.00	54,533.76	54,533.76	1.00	54,533.76	1.00	54,533.76	1.00	54,533.76	
Totals					897,550.76		227,086.36		270,963.86			

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: October 22, 2018
 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

ST *SB*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

The improvements were ordered as part of the 2018 Capital Improvement Program. The contract was awarded in the amount of \$3,822,211.12 to Max Steininger, Inc. on July 23, 2018.

Pay Voucher No. 3 is for work that occurred through the end of September and includes erosion control, grading, retaining wall, storm sewer and watermain for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 3, in the amount of \$424,032.58 for work on the 2018 Capital Improvement Program, City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

Attachments: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (Three)

DATE: October 22, 2018

PERIOD ENDING: September 30, 2018

PROJECT NO: City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	\$3,822,211.12
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$3,822,211.12
Total Value of Work to Date (includes stored materials).....	\$812,720.07
Less Retained (5%).....	\$40,636.00
Less Previous Payment	\$348,051.49
Total Approved for Payment this Voucher	\$424,032.58
Total Payments including this Voucher.....	\$772,084.07

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2018.

Signed by:	<u>Thomas J. Kaldunski, City Engineer</u>	<u>October 22, 2018</u>
		Date
Signed by:	<u>Max Steininger, Inc.</u>	<u></u>
		Date
Signed by:	<u>George Tourville, Mayor</u>	<u>October 22, 2018</u>
		Date

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hgts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
Base Bid									
1	2011.601	AS BUILT	LS	\$5,179.79	1	0	\$0.00	0	\$0.00
2	2021.501	MOBILIZATION	LS	\$198,000.00	1	0	\$0.00	0.5	\$99,000.00
3	2031.502	FIELD OFFICE TYPE D	EACH	\$7,000.00	1	0	\$0.00	0	\$0.00
4	2101.505	CLEARING	ACRE	\$4,385.58	6.2	0.05	\$219.28	6.3	\$27,629.15
5	2101.505	GRUBBING	ACRE	\$3,179.55	6.2	0.05	\$158.98	6.3	\$20,031.17
6	2101.524	CLEARING	TREE	\$219.28	40	0	\$0.00	55	\$12,060.40
7	2101.524	GRUBBING	TREE	\$109.64	40	0	\$0.00	55	\$6,030.20
8	2102.503	PAVEMENT MARKING REMOVAL	L F	\$1.07	1000	0	\$0.00	0	\$0.00
9	2104.502	REMOVE CONCRETE APRON	EACH	\$160.10	4	2	\$320.20	2	\$320.20
10	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$293.51	1	0	\$0.00	0	\$0.00
11	2104.502	REMOVE GATE VALVE	EACH	\$266.83	1	2	\$533.66	2	\$533.66
12	2104.502	REMOVE HYDRANT	EACH	\$533.65	1	2	\$1,067.30	2	\$1,067.30
13	2104.502	REMOVE MARKER	EACH	\$53.36	4	0	\$0.00	4	\$213.44
14	2104.502	REMOVE SIGN TYPE C	EACH	\$53.36	4	0	\$0.00	4	\$213.44
15	2104.502	REMOVE ENERGY ABSORBING TERMINAL	EACH	\$456.76	4	4	\$1,827.04	4	\$1,827.04
16	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$80.04	5	0	\$0.00	5	\$400.20
17	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$7.99	54	0	\$0.00	0	\$0.00
18	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.28	314	0	\$0.00	0	\$0.00
19	2104.503	REMOVE CONCRETE CULVERT	L F	\$32.02	106	106	\$3,394.12	106	\$3,394.12
20	2104.503	REMOVE METAL CULVERT	L F	\$21.35	64	0	\$0.00	0	\$0.00
21	2104.503	REMOVE WATER	L F	\$21.35	10	10	\$213.50	10	\$213.50

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hghts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		5 (P)							
40	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 2	C Y	\$150.39	14	0	\$0.00	0	\$0.00
41	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4;C)	TON	\$77.53	3803	0	\$0.00	0	\$0.00
42	2411.507	STRUCTURE EXCAVATION CLASS U	C Y	\$7.71	27769	5557	\$42,844.47	5557	\$42,844.47
43	2411.604	MODULAR BLOCK RETAINING WALL SPECIAL	S Y	\$467.42	2306	356	\$166,401.52	356	\$166,401.52
44	2411.618	ANTI-GRAFFITI COATING (P)	S F	\$2.93	19955	0	\$0.00	0	\$0.00
45	2411.618	ARCH SURFACE FINISH (MULTI COLOR) (P)	S F	\$1.07	19955	0	\$0.00	0	\$0.00
46	2451.507	FINE FILTER AGGREGATE (CV)	C Y	\$54.32	310	0	\$0.00	0	\$0.00
47	2451.507	FINE AGGREGATE BEDDING (CV)	C Y	\$21.88	383	0	\$0.00	0	\$0.00
48	2501.502	21" RC PIPE APRON	EACH	\$848.51	1	0	\$0.00	0	\$0.00
49	2501.502	24" RC PIPE APRON	EACH	\$786.61	3	2	\$1,573.22	2	\$1,573.22
50	2501.502	30" RC PIPE APRON	EACH	\$1,122.81	1	0	\$0.00	0	\$0.00
51	2501.502	15" RC SAFETY APRON	EACH	\$805.82	1	0	\$0.00	0	\$0.00
52	2501.503	24" RC PIPE CULVERT DES 3006 CL IV	L F	\$90.99	128	128	\$11,646.72	128	\$11,646.72
53	2502.503	4" PE PIPE DRAIN	L F	\$24.25	24	0	\$0.00	0	\$0.00
54	2502.503	4" PERF PE PIPE DRAIN	L F	\$13.85	171	0	\$0.00	0	\$0.00
55	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$616.52	3	0	\$0.00	0	\$0.00
56	2503.503	15" RC PIPE SEWER DES 3006	L F	\$64.04	630	0	\$0.00	0	\$0.00
57	2503.503	15" RC PIPE SEWER DES 3006 CL III	L F	\$64.04	169	0	\$0.00	0	\$0.00

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hgts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
78	2506.503	DRAINAGE STRUCTURE DESIGN H	L F	\$223.07	21.7	0	\$0.00	0	\$0.00
79	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-60	L F	\$580.62	18.3	0	\$0.00	0	\$0.00
80	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$240.14	101.9	0	\$0.00	0	\$0.00
81	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$453.61	52.4	0	\$0.00	0	\$0.00
82	2506.602	SEDIMENT COLLECTION DEVICE	EACH	\$320.19	3	0	\$0.00	0	\$0.00
83	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$4,802.88	1	0	\$0.00	0	\$0.00
84	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$6,003.60	1	0	\$0.00	0	\$0.00
85	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	\$6,403.84	1	0	\$0.00	0	\$0.00
86	2507.503	LINING CULVERT PIPE 24"	L F	\$192.12	162	0	\$0.00	0	\$0.00
87	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$1.33	129	0	\$0.00	0	\$0.00
88	2511.507	RANDOM RIPRAP CLASS III	C Y	\$133.41	33	0	\$0.00	0	\$0.00
89	2519.507	CLSM LOW DENSITY	C Y	\$1,600.96	3	0	\$0.00	0	\$0.00
90	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$21.62	168	0	\$0.00	0	\$0.00
91	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	\$16.37	3298	0	\$0.00	0	\$0.00
92	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$84.86	68	0	\$0.00	0	\$0.00

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hgts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		TYPE SD							
112	2573.503	SILT FENCE; TYPE MS	L F	\$1.87	8633	0	\$0.00	2745	\$5,133.15
113	2573.503	TEMPORARY SLOPE DRAIN	L F	\$53.37	57	0	\$0.00	0	\$0.00
114	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$2.61	3974	0	\$0.00	0	\$0.00
115	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$2.45	318	440	\$1,078.00	440	\$1,078.00
116	2574.507	COMMON TOPSOIL BORROW	C Y	\$9.33	3753	0	\$0.00	0	\$0.00
117	2574.507	COMPOST GRADE 2	C Y	\$54.32	78	0	\$0.00	0	\$0.00
118	2574.507	FILTER TOPSOIL BORROW	C Y	\$50.73	452	0	\$0.00	0	\$0.00
119	2574.508	FERTILIZER TYPE 3	LB	\$0.54	1534	0	\$0.00	0	\$0.00
120	2574.508	FERTILIZER TYPE 4	LB	\$1.00	160	0	\$0.00	0	\$0.00
121	2575.504	MULCH MATERIAL TYPE 4	S Y	\$0.35	20701	0	\$0.00	0	\$0.00
122	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.33	5481	0	\$0.00	0	\$0.00
123	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$1.81	586	150	\$271.50	150	\$271.50
124	2575.505	SEEDING	ACRE	\$133.40	11.9	0	\$0.00	0	\$0.00
125	2575.508	SEED MIXTURE 33-261	LB	\$33.51	31	0	\$0.00	0	\$0.00
126	2575.508	SEED MIXTURE 35-221	LB	\$19.48	369	0	\$0.00	0	\$0.00
127	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.98	67810	4200	\$4,116.00	12900	\$12,642.00
128	2575.509	MULCH MATERIAL TYPE 3	TON	\$618.96	4.5	0	\$0.00	0	\$0.00
129	2575.523	WATER	MGAL	\$47.76	50	0	\$0.00	0	\$0.00
130	2575.607	LANDSCAPE ROCK	C Y	\$177.86	6	0	\$0.00	0	\$0.00
		4" DBLE SOLID							

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)

City Project 2015-03, 2017-03 and 2017-24

Date of Council Action: 10/22/2018

City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Previous Payments	Paid to Date	Current Contract Amount
2015-03	\$585,908.23	\$0.00	\$112,050.39	\$5,602.52	\$2,407.54	\$104,040.33	\$106,447.87	\$585,908.23
2017-03	\$303,870.67	\$0.00	\$194,382.46	\$9,719.12	\$160,119.85	\$24,543.49	\$184,663.34	\$303,870.67
2017-24	\$2,932,432.22	\$0.00	\$506,287.22	\$25,314.36	\$261,505.19	\$219,467.67	\$480,972.86	\$2,932,432.22
Totals:	\$3,822,211.12	\$0.00	\$812,720.07	\$40,636.00	\$424,032.58	\$348,051.49	\$772,084.07	\$3,822,211.12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1)

Meeting Date: October 22, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve Dodge, Assistant City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

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, Arbor Pointe Contribution

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 2 for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1).

SUMMARY

City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements was ordered on March 12, 2018. The City is responsible for 31 street lights and Arbor Pointe Association, Inc. (APAI) is responsible for 33 street lights. Joint agreements with APAI and Xcel Energy have been executed. Phase 1 consists of removal of the existing sixty-four street light system and was awarded to Q3 Contracting, Inc. in the amount of \$40,205.80 on April 23rd, 2018. Change Order No. 1 amending the contract to include turf restoration in the amount of \$17,270.00, for a total contract amount of \$57,475.80, was approved on July 23, 2018.

The project is substantially complete, and the retainage is being reduced to 2%. The warranty period will commence with the approval of this pay voucher.

I recommend approval of Pay Voucher No. 2 in the amount of \$18,942.47, for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1).

SWD/nwh

Attachments: Pay Voucher No. 2

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2)

DATE: October 22, 2018

PERIOD ENDING: September 30, 2018

CONTRACT: Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1)

PROJECT NO: 2018-04

TO: Q3 Contracting
3066 Spruce Street
Little Canada, MN 55117

Original Contract Amount	\$40,205.80
Total Addition (Change Order No. 1)	\$17,270.00
Total Deduction	\$0.00
Total Contract Amount	\$57,475.80
Total Value of Work to Date	\$53,277.30
Less Retained (2%).....	\$1,065.55
Less Previous Payment.....	\$33,269.28
Total Approved for Payment this Voucher	\$18,942.47
Total Payments including this Voucher.....	\$52,211.75

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through September 30, 2018.

Signed by: 
Thomas J. Kaldunski, City Engineer

October 22, 2018

Signed by: _____ Date _____

Signed by: _____ October 22, 2018
George Tourville, Mayor

PAYMENT #2
ARBOR POINTE PUD SHARED STREET LIGHT SYSTEM IMPROVEMENTS
FOR STREET LIGHT REMOVAL (PHASE 1)
City Project # 2018-04

Item No.	Item	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
2021.501	Mobilization	LS	1.0	1.0	\$ 2,370.00	\$ 2,370.00	\$ 2,370.00
2104.602	Remove Light Pole, Fixture, and Luminaire	EA	61.0	61.0	\$ 179.00	\$ 10,919.00	\$ 10,919.00
2104.602	Remove Light Foundation	EA	64.0	64.0	\$ 221.00	\$ 14,144.00	\$ 14,144.00
2104.602	Remove Light Wiring	EA	64.0	64.0	\$ 72.70	\$ 4,652.80	\$ 4,652.80
2105.507	Common Borrow	CY	150.0	105.0	\$ 18.30	\$ 2,745.00	\$ 1,921.50
2563.601	Traffic Control Allowance	LS	1.0	1.0	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
2575.605	Rapid Stabilization, Method 2 Modified	SY	2500.0	0.0	\$ 1.35	\$ 3,375.00	\$ -
Schedule 1 Subtotal						\$ 40,205.80	\$ 36,007.30

Original Contract Amount:	\$ 40,205.80	
Change Order No. 1:	\$ 17,270.00	\$17,270.00
Current Contract Amount:	\$ 57,475.80	

Contract Work Completed to Date:		\$ 53,277.30
Retainage (2%):		\$ 1,065.55
Previous Payment:		\$ 33,269.28
Amount due this Payment #1:		\$ 18,942.47

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

Meeting Date: October 22, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-450-2572

Prepared by: Steve W. Dodge, Asst. City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Project Funds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements are currently under construction. The projects purpose is to extend sanitary sewer, watermain and conduit for fiber optic that will begin at Broderick Blvd, 800 feet north of Concord Blvd, and be extended southwest 800 feet to the expanded MUSA, west of T.H. 52/55, which also includes further extension within the City's recently purchased property to the proposed Fire Station No. 2 building and the adjacent parcel to the south.

Change Order No. 2 extends the Interim Completion date 1B (borings under highway and restoring the school parking lot) from October 15, 2018 to November 15, 2018 and Final Completion (wear course pavement, striping, and turf establishment) until June 30, 2019. Weather permitting, the contractor would install base course paving as part of Interim 1B phase, but the wear course overlay and striping may have to be installed by the project Final Completion date of June 30, 2019. This will allow the contractor time to complete the additional work and to compensate for delays resulting from unforeseen field conditions and inclement weather.

I recommend approval of Change Order No. 2 extending Interim Completion date for phase 1B and Pay Voucher No. 3, in the amount of \$22,763.88 (\$22,763.88 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, \$0.00 for work on City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements).

SWD/mw

Attachments: Pay Voucher No. 3
Change Order No. 2

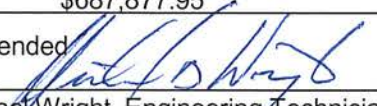
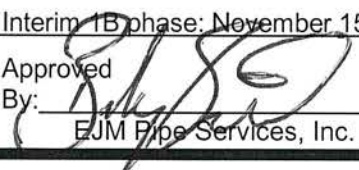
CHANGE ORDER NO. 2

2018 CAPITAL IMPROVEMENT PROGRAM

CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 11, 2018
Contractor: EJM Pipe Services, Inc. 14461 Lake Drive Columbus, MN 55025	Engineer: SRF Consulting Group, Inc

PURPOSE OF CHANGE ORDER: Unforeseen conditions encountered such as weather delays due to September 2018 being the fourth wettest month on record, poor soil conditions in the median of HWY 52/55, 16 rock obstructions, remobilization of new materials and equipment for a change in means and methods, filling underground voids in the center median of HWY 52/55, and an environmental cleanup delay of diesel fuel from a dump truck accident. Change Order No. 2 extends the Substantial Completion date for Interim 1B phase (boring under highway and restoring the school parking lot) from October 15 to November 15, 2018. The school parking lot wear course pavement, striping and turf establishment will be required by Final Completion date of June 30, 2019.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$683,979.95	Original Contract Time: Interim 1B phase: October 15, 2018
Previous Change Orders \$3,898.00	Net Change from Previous Change Orders \$0.00
Contract Price Prior to this Change Order \$687,877.95	Contract Time Prior to this Change Order Interim 1B phase: October 15, 2018
Net Increase (Decrease) of this Change Order \$0.00	Net Increase (Decrease) of Change Order 1 month
Contract Price with all Approved Change Orders \$687,877.95	Contract Time with Approved Change Interim 1B phase: November 15, 2018
Recommended By:  Michael Wright, Engineering Technician	Approved By:  EJM Pipe Services, Inc.

Approved By:



Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

October 22, 2018

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (Three)

DATE: October 22, 2018

PERIOD ENDING: September 30, 2018

PROJECT NO: 2018-08 – Fire Station No. 2 Sewer and Water Improvements, 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

TO: EJM Pipe Services, Inc.
14461 Lake Drive
Columbus, MN 55025

Original Contract Amount	\$683,979.95
Total Addition (Change Orders Nos. 1 and 2)	\$3,898.00
Total Deduction (Change Orders Nos. 1 and 2)	\$0.00
Total Contract Amount.....	\$687,877.95
Total Value of Work to Date.....	\$243,955.98
Less Retained (5%)	\$12,197.80
Less Previous Payment	\$208,994.30
Total Approved for Payment this Voucher.....	\$22,763.88
Total Payments including this Voucher	\$231,758.18

Approvals:

Pursuant to our field observation, I hereby recommend payment for the above stated amount of work performed through September 30, 2018.

Signed by: for Steven W Dodge
Thomas J. Kaldunski, City Engineer

October 22, 2018

Signed by: _____ Date _____
EJM Pipe Services, Inc.

Signed by: _____ October 22, 2018
George Tourville, Mayor

**BID ABSTRACT
FOR**

CITY OF INVER GROVE HEIGHTS

2018 CAPITAL IMPROVEMENT PROGRAM

CITY PROJECT NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS

CITY PROJECT NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

Schedule A : STREETS									
BID DATE: JUNE 15, 2018 - 9:00 a.m.									
E J M PIPE SERVICES									
PAY ESTIMATE #2 8/31/2018									
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date	
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00	
2	2101.505	CLEARING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00	
3	2101.505	GRUBBING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00	
4	2101.524	CLEARING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00	
5	2101.524	GRUBBING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00	
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	839	\$ 3.00	\$ 2,517.00	670	\$ 2,010.00	
7	2104.503	REMOVE CURB AND GUTTER	LIN FT	90	\$ 8.00	\$ 720.00	101	\$ 808.00	
8	2104.503	SALVAGE PIPE SEWER	LIN FT	45	\$ 12.00	\$ 540.00	256	\$ 3,072.00	
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1883	\$ 3.00	\$ 5,649.00	1237	\$ 3,711.00	
10	2104.521	SALVAGE FENCE	LIN FT	90	\$ 10.00	\$ 900.00		\$ -	
11	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	625	\$ 14.00	\$ 8,750.00	625	\$ 8,750.00	
12	2105.602	OBSTRUCTION REMOVAL	EACH	5	\$ 3,000.00	\$ 15,000.00	5	\$ 15,000.00	
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	\$ 150.00	\$ 750.00	3	\$ 450.00	
14	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	
15	2211.501	AGGREGATE BASE CLASS 5	TON	881	\$ 16.00	\$ 14,096.00	363	\$ 5,808.00	
16	2360.501	TYPE WEARING COURSE MIXTURE (3,B)	TON	208	\$ 71.50	\$ 14,872.00	132	\$ 9,438.00	
17	2360.501	TYPE NON-WEAR COURSE MIXTURE (3,B)	TON	213	\$ 71.50	\$ 15,229.50	128	\$ 9,152.00	
18	2476.601	WASTE COLLECTION AND DISPOSAL ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	
19	2501.571	INSTALL PIPE SEWER	LIN FT	45	\$ 20.00	\$ 900.00		\$ -	
20	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	90	\$ 45.00	\$ 4,050.00	56	\$ 2,520.00	
21	2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	1360	\$ 16.00	\$ 21,760.00		\$ -	
22	2557.603	INSTALL FENCE	LIN FT	90	\$ 25.00	\$ 2,250.00		\$ -	
23	2557.603	CONSTRUCTION FENCE	LIN FT	720	\$ 2.50	\$ 1,800.00	545	\$ 1,362.50	
24	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 8,450.00	\$ 8,450.00	0.5	\$ 4,225.00	
25	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	2	\$ 750.00	\$ 1,500.00		\$ -	
26	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00		\$ -	
27	2573.502	SILT FENCE, TYPE MS	LIN FT	1851	\$ 2.00	\$ 3,702.00	1131	\$ 2,262.00	
28	2573.53	INLET PROTECTION	EACH	9	\$ 200.00	\$ 1,800.00	2	\$ 400.00	

BID DATE: JUNE 15, 2018 - 9:00 a.m.

				E J M PIPE SERVICES				PAY ESTIMATE #2 8/31/2018	
29	2573.533	BIOROLL	LIN FT	304	\$	3.25	\$	988.00	230 \$ 747.50
30	2573.901	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$	10,000.00	\$	10,000.00	\$ -
31	2574.508	FERTILIZER TYPE 3	POUND	43	\$	1.00	\$	43.00	\$ -
32	2575.504	SODDING TYPE SALT TOLERANT	SQ YD	202	\$	16.00	\$	3,232.00	\$ -
33	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3485	\$	1.50	\$	5,227.50	\$ -
34	2575.505	SEEDING	ACRE	0.72	\$	5,200.00	\$	3,744.00	\$ -
35	2575.508	SEED MIXTURE 25-131	POUND	39	\$	3.25	\$	126.75	\$ -
36	2575.508	SEED MIXTURE 35-241	POUND	20	\$	15.50	\$	310.00	\$ -
37	2575.571	RAPID STABILIZATION METHOD 3	ACRE	0.548	\$	2,400.00	\$	1,315.20	\$ -
38	2582.502	4" SOLID LINE WHITE (PAINT)	LIN FT	1180	\$	2.00	\$	2,360.00	\$ -
39	2231.507	BITUMINOUS PATCHING MIXTURE	CU YD	10	\$	290.00	\$	2,900.00	\$ -
				SCHEDULE A SUBTOTAL:				\$ 199,481.95	\$ 107,716.00

BID DATE: JUNE 15, 2018 - 9:00 a.m.

E J M PIPE SERVICES

PAY ESTIMATE #2 8/31/2018

Schedule B : SANITARY

Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
40	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
41	2451.609	GRANULAR FOUNDATION	TON	70	\$ 27.00	\$ 1,890.00		\$ -
42	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 14.00	\$ 1,260.00		\$ -
43	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
44	2503.602	BORING PIT (SANITARY)	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
45	2503.603	8" DIP CL 52 (CERAMIC LINED)	LIN FT	27	\$ 50.00	\$ 1,350.00		\$ -
46	2503.603	8" PVC SEWER, SDR 26 (10'-15' DEEP)	LIN FT	629	\$ 28.00	\$ 17,612.00	370	\$ 10,360.00
47	2503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	351	\$ 28.00	\$ 9,828.00		\$ -
48	2503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	161	\$ 28.00	\$ 4,508.00		\$ -
49	2503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	210	\$ 475.00	\$ 99,750.00	123	\$ 58,425.00
50	2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	210	\$ 55.00	\$ 11,550.00		\$ -
51	2506.502	48" DIA. SANITARY MANHOLE	LIN FT	108	\$ 208.00	\$ 22,464.00	30.06	\$ 6,252.48
52	2506.516	CASTING ASSEMBLY (SANITARY)	EACH	7	\$ 650.00	\$ 4,550.00		\$ -
53	2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	12	\$ 390.00	\$ 4,680.00		\$ -
54	2550.602	MARKING POST	EACH	10	\$ 145.00	\$ 1,450.00		\$ -
55	2506.602	EXTERNAL CHIMNEY SEAL	EACH	7	\$ 200.00	\$ 1,400.00	1	\$ 200.00
SCHEDULE B SUBTOTAL:						\$ 207,792.00		\$ 100,737.48

Schedule C : WATERMAIN

Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
56	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
57	2451.609	GRANULAR FOUNDATION	TON	70	\$ 27.00	\$ 1,890.00		\$ -
58	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 14.00	\$ 1,260.00		\$ -
59	2503.602	BORING PIT (WATERMAIN)	EACH	1	\$ 7,500.00	\$ 7,500.00		\$ -
60	2503.608	DUCTILE IRON FITTINGS	POUND	4480	\$ 4.75	\$ 21,280.00	430	\$ 2,042.50
61	2504.502	48" AIR RELIEF MANHOLE	LIN FT	8	\$ 675.00	\$ 5,400.00		\$ -
62	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 2,150.00	\$ 2,150.00	1	\$ 2,150.00
63	2504.602	HYDRANT	EACH	3	\$ 3,750.00	\$ 11,250.00		\$ -
64	2504.602	1.5" CORPORATION STOP	EACH	1	\$ 800.00	\$ 800.00		\$ -
65	2504.602	6" GATE VALVE & BOX	EACH	3	\$ 1,150.00	\$ 3,450.00		\$ -
66	2504.602	10" GATE VALVE & BOX	EACH	1	\$ 2,100.00	\$ 2,100.00		\$ -
67	2504.602	12" GATE VALVE & BOX	EACH	2	\$ 2,600.00	\$ 5,200.00		\$ -
68	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30	\$ 58.00	\$ 1,740.00		\$ -
69	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	96	\$ 50.00	\$ 4,800.00		\$ -
70	2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	508	\$ 43.00	\$ 21,844.00		\$ -

BID DATE: JUNE 15, 2018 - 9:00 a.m.

E J M PIPE SERVICES					PAY ESTIMATE #2 8/31/2018	
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount
71	2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	830	\$ 50.00	\$ 41,500.00
72	2504.603	12" DIP WATERMAIN (THROUGH CASING)	LIN FT	200	\$ 59.00	\$ 11,800.00
73	2504.603	30" STEEL CASING PIPE (JACKED)	LIN FT	200	\$ 475.00	\$ 95,000.00
74	2506.516	CASTING ASSEMBLY (WATER)	EACH	1	\$ 650.00	\$ 650.00
SCHEDULE C SUBTOTAL:					\$ 252,114.00	\$ 28,942.50
Schedule D : CONDUIT FOR FIBER OPTIC						
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount
75	2021.501	MOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00
76	2545.503	INSTALL 1.5" NON-METALLIC CONDUIT	LIN FT	612	\$ 8.00	\$ 4,896.00
77	2545.503	INSTALL 4" NON-METALLIC CONDUIT (DIRECTIONAL BOF	LIN FT	200	\$ 50.00	\$ 10,000.00
78	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 1)	LIN FT	400	\$ 4.00	\$ 1,600.00
79	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 2)	LIN FT	1016	\$ 6.00	\$ 6,096.00
SCHEDULE D SUBTOTAL:					\$ 24,592.00	\$ 6,560.00
CP NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS TOTAL (SCHEDULES A-C):						
CP NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS TOTAL (SCHEDULE D):					\$ 659,387.95	\$ 237,395.98
CP NO. 2018-08 AND CP2018-11 TOTAL (SCHEDULES A-D):					\$ 24,592.00	\$ 6,560.00
CP NO. 2018-08 AND CP2018-11 TOTAL (SCHEDULES A-D):					\$ 683,979.95	

COST SUMMARY

CONTRACT:

CP 2018-08, 2018-11

BID DATE: JUNE 15, 2018 - 9:00 a.m.

E J M PIPE SERVICES

PAY ESTIMATE #2 8/31/2018

OWNER: CITY OF INVER GROVE HEIGHTS
PROJECT: FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS
FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

SCHEDULE	DESCRIPTION	TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE
A	CP 2018-08 STREETS	\$ 199,481.95	\$ 107,716.00
B	CP 2018-08 SANITARY	\$ 207,792.00	\$ 100,737.48
C	CP 2018-08 WATERMAIN	\$ 252,114.00	\$ 28,942.50
D	CP 2018-11 CONDUIT FOR FIBER OPTIC	\$ 24,592.00	\$ 6,560.00
TOTAL BASE COST		\$ 683,979.95	\$ 243,955.98
CP 2018-08 CHANGE ORDER #1 (SCHEDULE A-C)		\$ 2,564.00	\$ 2,564.00
CP 2018-11 CHANGE ORDER #1(SCHEDULE D)		\$ 1,334.00	\$ 1,334.00
TOTAL CONTRACT AMOUNT		\$ 687,877.95	
CONTRACT WORK COMPLETED TO DATE			\$ 243,955.98
RETAINAGE 5%			\$ 12,197.80
PREVIOUS PAYMENT			\$ 208,994.30
AMOUNT DUE THIS PARTIAL PAYMENT #2			\$ 22,763.88

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: October 22, 2018
 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

ST *SB*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

The improvements were ordered as part of the 2018 Capital Improvement Program. The contract was awarded in the amount of \$3,822,211.12 to Max Steininger, Inc. on July 23, 2018.

Pay Voucher No. 3 is for work that occurred through the end of September and includes erosion control, grading, retaining wall, storm sewer and watermain for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 3, in the amount of \$424,032.58 for work on the 2018 Capital Improvement Program, City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

Attachments: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (Three)

DATE: October 22, 2018

PERIOD ENDING: September 30, 2018

PROJECT NO: City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	\$3,822,211.12
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$3,822,211.12
Total Value of Work to Date (includes stored materials).....	\$812,720.07
Less Retained (5%).....	\$40,636.00
Less Previous Payment	\$348,051.49
Total Approved for Payment this Voucher	\$424,032.58
Total Payments including this Voucher.....	\$772,084.07

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2018.

Signed by:	<u>Thomas J. Kaldunski, City Engineer</u>	<u>October 22, 2018</u>
		Date
Signed by:	<u>Max Steininger, Inc.</u>	<u> </u>
		Date
Signed by:	<u>George Tourville, Mayor</u>	<u>October 22, 2018</u>
		Date

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hgts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
Base Bid									
1	2011.601	AS BUILT	LS	\$5,179.79	1	0	\$0.00	0	\$0.00
2	2021.501	MOBILIZATION	LS	\$198,000.00	1	0	\$0.00	0.5	\$99,000.00
3	2031.502	FIELD OFFICE TYPE D	EACH	\$7,000.00	1	0	\$0.00	0	\$0.00
4	2101.505	CLEARING	ACRE	\$4,385.58	6.2	0.05	\$219.28	6.3	\$27,629.15
5	2101.505	GRUBBING	ACRE	\$3,179.55	6.2	0.05	\$158.98	6.3	\$20,031.17
6	2101.524	CLEARING	TREE	\$219.28	40	0	\$0.00	55	\$12,060.40
7	2101.524	GRUBBING	TREE	\$109.64	40	0	\$0.00	55	\$6,030.20
8	2102.503	PAVEMENT MARKING REMOVAL	L F	\$1.07	1000	0	\$0.00	0	\$0.00
9	2104.502	REMOVE CONCRETE APRON	EACH	\$160.10	4	2	\$320.20	2	\$320.20
10	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$293.51	1	0	\$0.00	0	\$0.00
11	2104.502	REMOVE GATE VALVE	EACH	\$266.83	1	2	\$533.66	2	\$533.66
12	2104.502	REMOVE HYDRANT	EACH	\$533.65	1	2	\$1,067.30	2	\$1,067.30
13	2104.502	REMOVE MARKER	EACH	\$53.36	4	0	\$0.00	4	\$213.44
14	2104.502	REMOVE SIGN TYPE C	EACH	\$53.36	4	0	\$0.00	4	\$213.44
15	2104.502	REMOVE ENERGY ABSORBING TERMINAL	EACH	\$456.76	4	4	\$1,827.04	4	\$1,827.04
16	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$80.04	5	0	\$0.00	5	\$400.20
17	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$7.99	54	0	\$0.00	0	\$0.00
18	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.28	314	0	\$0.00	0	\$0.00
19	2104.503	REMOVE CONCRETE CULVERT	L F	\$32.02	106	106	\$3,394.12	106	\$3,394.12
20	2104.503	REMOVE METAL CULVERT	L F	\$21.35	64	0	\$0.00	0	\$0.00
21	2104.503	REMOVE WATER	L F	\$21.35	10	10	\$213.50	10	\$213.50

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hghts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		5 (P)							
40	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 2	C Y	\$150.39	14	0	\$0.00	0	\$0.00
41	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4;C)	TON	\$77.53	3803	0	\$0.00	0	\$0.00
42	2411.507	STRUCTURE EXCAVATION CLASS U	C Y	\$7.71	27769	5557	\$42,844.47	5557	\$42,844.47
43	2411.604	MODULAR BLOCK RETAINING WALL SPECIAL	S Y	\$467.42	2306	356	\$166,401.52	356	\$166,401.52
44	2411.618	ANTI-GRAFFITI COATING (P)	S F	\$2.93	19955	0	\$0.00	0	\$0.00
45	2411.618	ARCH SURFACE FINISH (MULTI COLOR) (P)	S F	\$1.07	19955	0	\$0.00	0	\$0.00
46	2451.507	FINE FILTER AGGREGATE (CV)	C Y	\$54.32	310	0	\$0.00	0	\$0.00
47	2451.507	FINE AGGREGATE BEDDING (CV)	C Y	\$21.88	383	0	\$0.00	0	\$0.00
48	2501.502	21" RC PIPE APRON	EACH	\$848.51	1	0	\$0.00	0	\$0.00
49	2501.502	24" RC PIPE APRON	EACH	\$786.61	3	2	\$1,573.22	2	\$1,573.22
50	2501.502	30" RC PIPE APRON	EACH	\$1,122.81	1	0	\$0.00	0	\$0.00
51	2501.502	15" RC SAFETY APRON	EACH	\$805.82	1	0	\$0.00	0	\$0.00
52	2501.503	24" RC PIPE CULVERT DES 3006 CL IV	L F	\$90.99	128	128	\$11,646.72	128	\$11,646.72
53	2502.503	4" PE PIPE DRAIN	L F	\$24.25	24	0	\$0.00	0	\$0.00
54	2502.503	4" PERF PE PIPE DRAIN	L F	\$13.85	171	0	\$0.00	0	\$0.00
55	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$616.52	3	0	\$0.00	0	\$0.00
56	2503.503	15" RC PIPE SEWER DES 3006	L F	\$64.04	630	0	\$0.00	0	\$0.00
57	2503.503	15" RC PIPE SEWER DES 3006 CL III	L F	\$64.04	169	0	\$0.00	0	\$0.00

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hgts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
78	2506.503	DRAINAGE STRUCTURE DESIGN H	L F	\$223.07	21.7	0	\$0.00	0	\$0.00
79	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-60	L F	\$580.62	18.3	0	\$0.00	0	\$0.00
80	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$240.14	101.9	0	\$0.00	0	\$0.00
81	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$453.61	52.4	0	\$0.00	0	\$0.00
82	2506.602	SEDIMENT COLLECTION DEVICE	EACH	\$320.19	3	0	\$0.00	0	\$0.00
83	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$4,802.88	1	0	\$0.00	0	\$0.00
84	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$6,003.60	1	0	\$0.00	0	\$0.00
85	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	\$6,403.84	1	0	\$0.00	0	\$0.00
86	2507.503	LINING CULVERT PIPE 24"	L F	\$192.12	162	0	\$0.00	0	\$0.00
87	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$1.33	129	0	\$0.00	0	\$0.00
88	2511.507	RANDOM RIPRAP CLASS III	C Y	\$133.41	33	0	\$0.00	0	\$0.00
89	2519.507	CLSM LOW DENSITY	C Y	\$1,600.96	3	0	\$0.00	0	\$0.00
90	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$21.62	168	0	\$0.00	0	\$0.00
91	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	\$16.37	3298	0	\$0.00	0	\$0.00
92	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$84.86	68	0	\$0.00	0	\$0.00

CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave

Inver Grove Hgts, MN 55077-3410

Project No. 01702-29

Pay Voucher No. 3

01702-29 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		TYPE SD							
112	2573.503	SILT FENCE; TYPE MS	L F	\$1.87	8633	0	\$0.00	2745	\$5,133.15
113	2573.503	TEMPORARY SLOPE DRAIN	L F	\$53.37	57	0	\$0.00	0	\$0.00
114	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$2.61	3974	0	\$0.00	0	\$0.00
115	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$2.45	318	440	\$1,078.00	440	\$1,078.00
116	2574.507	COMMON TOPSOIL BORROW	C Y	\$9.33	3753	0	\$0.00	0	\$0.00
117	2574.507	COMPOST GRADE 2	C Y	\$54.32	78	0	\$0.00	0	\$0.00
118	2574.507	FILTER TOPSOIL BORROW	C Y	\$50.73	452	0	\$0.00	0	\$0.00
119	2574.508	FERTILIZER TYPE 3	LB	\$0.54	1534	0	\$0.00	0	\$0.00
120	2574.508	FERTILIZER TYPE 4	LB	\$1.00	160	0	\$0.00	0	\$0.00
121	2575.504	MULCH MATERIAL TYPE 4	S Y	\$0.35	20701	0	\$0.00	0	\$0.00
122	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.33	5481	0	\$0.00	0	\$0.00
123	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$1.81	586	150	\$271.50	150	\$271.50
124	2575.505	SEEDING	ACRE	\$133.40	11.9	0	\$0.00	0	\$0.00
125	2575.508	SEED MIXTURE 33-261	LB	\$33.51	31	0	\$0.00	0	\$0.00
126	2575.508	SEED MIXTURE 35-221	LB	\$19.48	369	0	\$0.00	0	\$0.00
127	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.98	67810	4200	\$4,116.00	12900	\$12,642.00
128	2575.509	MULCH MATERIAL TYPE 3	TON	\$618.96	4.5	0	\$0.00	0	\$0.00
129	2575.523	WATER	MGAL	\$47.76	50	0	\$0.00	0	\$0.00
130	2575.607	LANDSCAPE ROCK	C Y	\$177.86	6	0	\$0.00	0	\$0.00
		4" DBLE SOLID							

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)

City Project 2015-03, 2017-03 and 2017-24

Date of Council Action: 10/22/2018

City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Previous Payments	Paid to Date	Current Contract Amount
2015-03	\$585,908.23	\$0.00	\$112,050.39	\$5,602.52	\$2,407.54	\$104,040.33	\$106,447.87	\$585,908.23
2017-03	\$303,870.67	\$0.00	\$194,382.46	\$9,719.12	\$160,119.85	\$24,543.49	\$184,663.34	\$303,870.67
2017-24	\$2,932,432.22	\$0.00	\$506,287.22	\$25,314.36	\$261,505.19	\$219,467.67	\$480,972.86	\$2,932,432.22
Totals:	\$3,822,211.12	\$0.00	\$812,720.07	\$40,636.00	\$424,032.58	\$348,051.49	\$772,084.07	\$3,822,211.12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 4 and Pay Voucher No. 5 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 4 and Pay Voucher No. 5 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

Change Order No. 4, in the amount of \$81,915.75, covers costs to install drain tile and an additional four inches of base aggregate in Phase 4 of the project, which were required due to field conditions differing from the Mn/DOT construction records documenting the original construction of Broderick Blvd. These items will be funded through the Contingency Funds. (See attached Change Order No. 4 for a full explanation).

In addition, Change Order No. 4 extends the Substantial Completion date for Phase 4 from September 28 to October 31, 2018 to allow the contractor time to complete the additional work and to compensate for delays resulting from a change in field conditions and inclement weather.

I recommend approval of Change Order No. 4 in the amount of \$81,915.75, for a revised contract amount of \$4,192,316.00, and Pay Voucher No. 5 in the amount of \$565,536.02 (\$565,536.02 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$0.00 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements).

SWD/nh

Attachments: Change Order No. 4
 Pay Voucher No. 5

CHANGE ORDER NO. 4

2018 PAVEMENT MANAGEMENT PROGRAM CITY PROJECT NO. 2015-09D – BRODERICK BLVD RECONSTRUCTION CITY PROJECT NO. 2017-21 – VMCC/GOLF COURSE PARKING LOTS CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 11, 2018
Contractor: McNamara Contracting, Inc. 16700 Chippendale Ave. Rosemount, MN 55068	Engineer: Kimley-Horn and Associates.

PURPOSE OF CHANGE ORDER: In Phase 4 of the project, which is Broderick Blvd. from College Trail to 80th Street, Mn/DOT construction records showed that the original construction of the roadway consisted of adequate sand and base aggregate to support the pavement section without corrective action. Field investigation during construction indicated that the existing sand and base aggregate were less than anticipated and additional work was needed. The decision was made to install drain tile and an additional four inches of base aggregate. The drain tile was installed at an additional cost of \$41,203.50 (2113 feet x \$19.50). The base aggregate was placed at an additional cost of \$40,712.25 (2857 tons x \$14.25). The total price for Change Order No. 4 is \$81,915.75. In addition, Change Order No. 4 extends the Substantial Completion date for Phase 4 from September 28 to October 31, 2018 to allow the contractor time to complete the additional work amid delays resulting from a change in field conditions and inclement weather.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$4,189,854.00	Original Contract Time: Phase 4: September 28, 2018
Previous Change Orders (\$79,453.75)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$4,110,400.25	Contract Time Prior to this Change Order Phase 4: September 28, 2018
Net Increase (Decrease) of this Change Order \$81,915.75	Net Increase (Decrease) of Change Order 33 day increase
Contract Price with all Approved Change Orders \$4,192,316.00	Contract Time with Approved Change Phase 4: October 31, 2018
Recommended By:  Nick Hahn, Senior Engineering Technician	Approved By: _____ McNamara Contracting, Inc.

Approved By: Approved By:

Date of Council Action:


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

October 22, 2018

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

ESTIMATE NO: 5 (Five)
DATE: October 22, 2018
PERIOD ENDING: September 30, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course Parking
Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and 2018-11 – Fire
Station No. 2 Fiber Optic Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount	\$4,189,854.00
Total Addition (Change Order Nos. 2 and 4)	\$117,190.75
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount	\$4,192,316.00
Total Value of Work to Date	\$2,570,104.27
Less Retained (5%)	\$128,505.21
Less Previous Payment	\$1,876,063.04
Total Approved for Payment this Voucher	\$565,536.02
Total Payments including this Voucher	\$2,441,599.06

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through September 30, 2018.

Signed by: for Steven W. Dolan October 22, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____ Date
McNamara Contracting, Inc.

Signed by: _____ October 22, 2018
George Tourville, Mayor

PAYMENT DETAIL LIST

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Projects: Broderick Blvd. Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements
 SAP: 178-124-001

Schedule: A								
Description: CP 2015-09D Street Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00
2	2031.602	FIELD OFFICE	EACH	1.00	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
3	2101.501	CLEARING	ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
4	2101.502	CLEARING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
5	2101.506	GRUBBING	ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
6	2101.507	GRUBBING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	12550.00	12,366.00	\$ 3.00	\$ 37,650.00	\$ 37,098.00
8	2104.503	REMOVE BITUMINOUS WALK	SQ FT	33500.00	37,119.00	\$ 0.25	\$ 8,375.00	\$ 9,279.75
9	2104.505	REMOVE CONCRETE WALK	SQ YD	1355.00	1,119.00	\$ 6.00	\$ 8,130.00	\$ 6,714.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	670.00	756.00	\$ 9.00	\$ 6,030.00	\$ 6,804.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	40515.00	40,515.00	\$ 1.00	\$ 40,515.00	\$ 40,515.00
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2115.00	384.00	\$ 2.00	\$ 4,230.00	\$ 768.00
13	2104.523	SALVAGE SIGN TYPE C	EACH	61.00	61.00	\$ 37.00	\$ 2,257.00	\$ 2,257.00
14	2104.523	SALVAGE SIGN TYPE D	EACH	2.00	2.00	\$ 175.00	\$ 350.00	\$ 350.00
15	2104.601	PROTECT LIGHTING SYSTEM	LUMP SUM	1.00	1.00	\$ 3,700.00	\$ 3,700.00	\$ -
16	2105.501	COMMON EXCAVATION (P)	CU YD	29758.00	29,758.00	\$ 15.00	\$ 446,370.00	\$ 446,370.00
17	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	690.00	50.00	\$ 23.00	\$ 15,870.00	\$ 1,150.00
18	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	19490.00	19,490.00	\$ 13.00	\$ 253,370.00	\$ 253,370.00
19	2105.543	STABILIZING AGGREGATE	TON	200.00	30.00	\$ 35.00	\$ 7,000.00	\$ 1,050.00
20	2105.601	DEWATERING	LUMP SUM	1.00	1.00	\$ 1.00	\$ 1.00	\$ -
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	27500.00	25,607.00	\$ 1.00	\$ 27,500.00	\$ 25,607.00
22	2112.604	SUBGRADE PREPARATION (P)	SQ YD	16615.00	16,615.00	\$ 0.50	\$ 8,307.50	\$ 8,307.50
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	100.00	50.75	\$ 120.00	\$ 12,000.00	\$ 6,090.00
24	2130.501	WATER	M GALLON	100.00	100.00	\$ 35.00	\$ 3,500.00	\$ -
25	2211.501	AGGREGATE BASE CLASS 5	TON	21010.00	11,817.00	\$ 7.50	\$ 157,575.00	\$ 88,627.50
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1	TON	200.00	200.00	\$ 35.00	\$ 7,000.00	\$ -
27	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	400.00	44.00	\$ 2.50	\$ 1,000.00	\$ 110.00
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	162.00	\$ 15.00	\$ 1,500.00	\$ 2,430.00
29	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	19000.00	10,237.00	\$ 0.55	\$ 10,450.00	\$ 5,630.35
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	8603.00	5,104.93	\$ 45.00	\$ 387,135.00	\$ 229,721.85
31	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	5101.00	2,500.27	\$ 45.00	\$ 229,545.00	\$ 112,512.15
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 700.00	\$ 3,500.00	\$ 2,800.00
33	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	10000.00	9,270.00	\$ 4.00	\$ 40,000.00	\$ 37,080.00
34	2506.522	ADJUST FRAME & RING CASTING	EACH	7.00	7.00	\$ 750.00	\$ 5,250.00	\$ -
35	2521.501	6" CONCRETE WALK	SQ FT	26920.00	20,112.00	\$ 4.75	\$ 127,870.00	\$ 95,532.00
36	2521.511	3" BITUMINOUS WALK	SQ FT	70000.00	34,384.00	\$ 1.25	\$ 87,500.00	\$ 42,980.00
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	16050.00	13,908.00	\$ 11.25	\$ 180,562.50	\$ 156,465.00
38	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	25.00	64.00	\$ 26.60	\$ 665.00	\$ 1,702.40
39	2531.502	CONCRETE CURB DESIGN B6	LIN FT	35.00	69.00	\$ 12.20	\$ 427.00	\$ 841.80
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	900.00	788.00	\$ 62.00	\$ 55,800.00	\$ 48,856.00
41	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	100.00	100.00	\$ 22.50	\$ 2,250.00	\$ 2,250.00
42	2531.603	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	LIN FT	1300.00	1,088.00	\$ 11.50	\$ 14,950.00	\$ 12,512.00
43	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	60.00	92.00	\$ 82.00	\$ 4,920.00	\$ 7,544.00
44	2531.604	6" WING APRON	SQ YD	250.00	277.00	\$ 47.00	\$ 11,750.00	\$ 13,019.00
45	2531.618	TRUNCATED DOMES	SQ FT	604.00	446.00	\$ 40.00	\$ 24,160.00	\$ 17,840.00
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1.00	2.26	\$ 10,000.00	\$ 10,000.00	\$ 22,600.00
47	2540.603	LANDSCAPE EDGER - STEEL	LIN FT	35.00	35.00	\$ 15.00	\$ 525.00	\$ -
48	2550.602	ADJUST HANDHOLE	EACH	4.00	4.00	\$ 700.00	\$ 2,800.00	\$ 2,800.00
49	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	1070.00	1070.00	\$ 26.00	\$ 27,820.00	\$ -

50	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	0.90	\$	20,000.00	\$	20,000.00	\$	18,000.00
51	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	100.00		\$	22.00	\$	2,200.00	\$	-
52	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	24.00		\$	65.00	\$	1,560.00	\$	-
53	2564.531	SIGN PANELS TYPE C	SQ FT	604.00	33.34	\$	33.00	\$	19,932.00	\$	1,100.22
54	2564.537	INSTALL SIGN TYPE C	EACH	1.00		\$	185.00	\$	185.00	\$	-
55	2564.537	INSTALL SIGN TYPE D	EACH	2.00		\$	420.00	\$	840.00	\$	-
56	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	21.00	6.00	\$	57.00	\$	1,197.00	\$	342.00
57	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1.00	0.39	\$	21,000.00	\$	21,000.00	\$	8,190.00
58	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	0.70	\$	7,700.00	\$	7,700.00	\$	5,390.00
59	2573.502	SILT FENCE; TYPE MS	LIN FT	15000.00	12,133.00	\$	2.00	\$	30,000.00	\$	24,266.00
60	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	81.00	\$	150.00	\$	6,300.00	\$	12,150.00
61	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	7500.00	250.00	\$	2.00	\$	15,000.00	\$	500.00
62	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	3,500.00	\$	3,500.00	\$	-
63	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	0.90	\$	1,500.00	\$	1,500.00	\$	1,350.00
64	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00		\$	10,000.00	\$	10,000.00	\$	-
65	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	5000.00		\$	23.00	\$	115,000.00	\$	-
66	2575.511	MULCH MATERIAL TYPE 1	TON	12.00		\$	190.00	\$	2,280.00	\$	-
67	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	2000.00		\$	2.00	\$	4,000.00	\$	-
68	2575.605	SEED MIXTURE 25-131	ACRE	1.50		\$	1,700.00	\$	2,550.00	\$	-
69	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	0.25		\$	2,100.00	\$	525.00	\$	-
70	2575.605	SEED MIXTURE 35-221	ACRE	1.50		\$	2,800.00	\$	4,200.00	\$	-
71	2575.605	SEED MIXTURE 25-121	ACRE	2.50		\$	1,250.00	\$	3,125.00	\$	-
72	2575.607	LANDSCAPE ROCK	CU YD	10.00		\$	115.00	\$	1,150.00	\$	-
73	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	21000.00		\$	1.15	\$	24,150.00	\$	-
74	2582.501	PAVT MSSG EPOXY GR IN	SQ FT	336.00		\$	18.00	\$	6,048.00	\$	-
75	2582.502	4" SOLID LINE EPOXY GR IN	LIN FT	12300.00		\$	0.45	\$	5,535.00	\$	-
76	2582.502	8" SOLID LINE EPOXY GR IN	LIN FT	350.00		\$	2.50	\$	875.00	\$	-
77	2582.502	12" SOLID LINE EPOXY GR IN	LIN FT	155.00		\$	8.50	\$	1,317.50	\$	-
78	2582.502	8" DOTTED LINE EPOXY GR IN	LIN FT	135.00		\$	3.50	\$	472.50	\$	-
79	2582.502	4" DBLE SOLID LINE EPOXY GR IN	LIN FT	6900.00		\$	0.90	\$	6,210.00	\$	-
80	2582.503	CROSSWALK EPOXY GR IN	SQ FT	1212.00		\$	6.50	\$	7,878.00	\$	-
Schedule A Subtotal:										\$	2,755,080.00
										\$	1,969,612.52

Schedule:
Description:

B
CP 2015-09D Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2110.00	1,958.00	\$ 10.00	\$ 21,100.00	\$ 19,680.00
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	20.00	20.00	\$ 325.00	\$ 6,500.00	\$ 6,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	15.00	16.00	\$ 700.00	\$ 10,500.00	\$ 11,200.00
4	2104.602	REMOVE CATCH BASIN TOP SLAB	EACH	3.00	3.00	\$ 150.00	\$ 450.00	\$ 450.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	518.00		\$ 16.25	\$ 8,417.50	\$ -
6	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 110.00	\$ 220.00	\$ 220.00
7	2502.521	6" PVC PIPE DRAIN	LIN FT	40.00		\$ 28.00	\$ 1,120.00	\$ -
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	173.00		\$ 7.00	\$ 1,211.00	\$ -
9	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1.00		\$ 360.00	\$ 360.00	\$ -
10	2502.602	6" KNIFE VALVE AND BOX	EACH	1.00		\$ 1,300.00	\$ 1,300.00	\$ -
11	2502.602	CORE DRAIN TILE	EACH	1.00	15.00	\$ 425.00	\$ 425.00	\$ 6,375.00
12	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	2287.00	2,267.00	\$ 30.00	\$ 68,610.00	\$ 68,010.00
13	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	484.00	484.00	\$ 36.50	\$ 17,666.00	\$ 17,666.00
14	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	155.00	161.00	\$ 44.00	\$ 6,820.00	\$ 7,084.00
15	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	162.00	162.00	\$ 63.00	\$ 10,206.00	\$ 10,206.00
16	2503.602	CONSTRUCT BULKHEAD	EACH	3.00	7.00	\$ 500.00	\$ 1,500.00	\$ 3,500.00
17	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	11.00	\$ 1,200.00	\$ 10,800.00	\$ 13,200.00
18	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	5.00	5.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
19	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	21.00	21.00	\$ 2,825.00	\$ 59,325.00	\$ 59,325.00
20	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3.00	3.00	\$ 4,200.00	\$ 12,600.00	\$ 12,600.00
21	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
22	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	1.00	1.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
23	2506.502	CONST DRAINAGE STRUCTURE DES 96-4020	EACH	1.00	1.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00
24	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	14.00	14.00	\$ 1,000.00	\$ 14,000.00	\$ 14,000.00
25	2506.602	FURNISH & INSTALL NEW MANHOLE TOP SLAB	EACH	3.00	3.00	\$ 1,225.00	\$ 3,675.00	\$ 3,675.00
26	2506.602	CONST DRAINAGE STRUCTURE DES 2X3' CB	EACH	13.00	13.00	\$ 1,775.00	\$ 23,075.00	\$ 23,075.00
27	2511.501	RANDOM RIPRAP CLASS III	CU YD	10.00		\$ 120.00	\$ 1,200.00	\$ -
28	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	42.00		\$ 2.50	\$ 105.00	\$ -
29	2574.525	FILTER TOPSOIL BORROW	CU YD	100.00		\$ 37.00	\$ 3,700.00	\$ -
30	2575.605	SEED MIXTURE 33-261	ACRE	0.50		\$ 2,000.00	\$ 1,000.00	\$ -
						Schedule B Subtotal:		
						\$ 313,685.50	\$ 304,566.00	

Schedule:
Description:

C
CP 2015-09D Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00		\$ 9.50	\$ 1,520.00	\$ -
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	10.00	\$ 750.00	\$ 8,250.00	\$ 7,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	10.00	\$ 100.00	\$ 1,200.00	\$ 1,000.00
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00	1.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00
5	2504.602	WATERMAIN OFFSET	EACH	2.00	1.00	\$ 17,000.00	\$ 34,000.00	\$ 17,000.00
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00	10.00	\$ 900.00	\$ 10,800.00	\$ 9,000.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	13.00	\$ 6,250.00	\$ 68,750.00	\$ 81,250.00
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	18.00	\$ 1,500.00	\$ 18,000.00	\$ 27,000.00
9	2504.602	ADJUST CURB STOP	EACH	5.00		\$ 80.00	\$ 400.00	\$ -
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	8.00	\$ 600.00	\$ 7,200.00	\$ 4,800.00
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00		\$ 3,900.00	\$ 11,700.00	\$ -
12	2504.604	4" POLYSTYRENE INSULATION	SQ YD	100.00		\$ 36.00	\$ 3,600.00	\$ -
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	165.00	\$ 6.00	\$ 6,000.00	\$ 990.00
						Schedule C Subtotal:		
						\$ 176,220.00	\$ 150,140.00	

Schedule: D						
Description: CP 2015-09D Sanitary Sewer Improvements						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	17.00	16.00	\$ 100.00
2	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	13.00	16.00	\$ 1,000.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	17.00	16.00	\$ 150.00
4	2503.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	4.00	1.00	\$ 3,000.00
5	2503.602	SANITARY SEWER UMBRELLAS	EACH	17.00		\$ 75.00
Schedule D Subtotal:					\$ 30,525.00	\$ 23,000.00

Schedule: E						
Description: CP 2015-09D College Trail Berm Reconstruction						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2101.502	CLEARING	TREE	2.00		\$ 105.00
2	2101.507	GRUBBING	TREE	2.00		\$ 105.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00	30.00	\$ 13.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00	1.00	\$ 800.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00	1.00	\$ 30.00
6	2104.604	SALVAGE SHOREMAX	SQ YD	15.00		\$ 15.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	300.00		\$ 17.00
8	2105.601	SITE GRADING	LUMP SUM	1.00		\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00		\$ 10.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00	36.00	\$ 60.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	1.00	1.00	\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00	1.00	\$ 3,600.00
14	2540.604	INSTALL SHOREMAX	SQ YD	15.00		\$ 100.00
15	2573.502	SILT FENCE: TYPE MS	LIN FT	65.00		\$ 4.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40		\$ 190.00
17	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	100.00		\$ 4.50
18	2575.605	SEED MIXTURE 33-261	ACRE	0.10		\$ 2,000.00
19	2575.605	SEED MIXTURE 25-121	ACRE	0.10		\$ 1,200.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00		\$ 1.25
Schedule E Subtotal:					\$ 29,931.00	\$ 9,905.00

Alternate: 1						
Description: CP 2015-09D 80th Street Crossing						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00		\$ 8.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00		\$ 24.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00		\$ 45.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00		\$ 5.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00		\$ 38.00
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00		\$ 80.00
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	2.00		\$ 300.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1.00		\$ 300.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00		\$ 16.20
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00		\$ 10.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00		\$ 40.00
12	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00		\$ 13,500.00
13	2582.503	CROSSWALK EPOXY GR IN	SQ FT	480.00		\$ 7.00
Alternate 1 Subtotal:					\$ 24,456.00	\$ -

U

Schedule:	
Description:	

CP 2018-08 Fire Station No. 2 Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		FURNISH AND INSTALL 24" X 12" WET TAP	EACH	1.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
2		12" DIP WATERMAIN CL 52	LIN FT	55.00	55.00	\$ 85.00	\$ 4,675.00	\$ 4,675.00
3		12" WATERMAIN PLUG	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00

\$	19,175.00	\$	17,975.00
----	-----------	----	-----------

6

Schedule:	
Description:	

CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		SANITARY SEWER MANHOLE AND CASTING	EACH	1.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2		8" SDR 35 PVC SANITARY SEWER PIPE	LIN FT	10.00	2.00	\$ 95.00	\$ 950.00	\$ 190.00
3		CONNECT TO EXISTING SANITARY SEWER	EACH	1.00	1.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00

\$	14,950.00	\$	12,990.00
----	-----------	----	-----------

I

Schedule:	
Description:	

CP 2018-11 Fire Station No. 2 Fiber Optic Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		INSTALL CONDUIT	LN FT	40.00		\$ 10.00	\$ 400.00	\$ -
2		HANDHOLE/SPLICE BOX COORDINATION	LUMP SUM	1.00		\$ 750.00	\$ 750.00	\$ -

\$	1,150.00	\$	-
----	----------	----	---

COST SUMMARY

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Project: Broderick Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2015-09D Street Improvements	\$ 2,755,080.00	\$ 1,969,612.52
B	CP 2015-09D Storm Sewer Improvements	\$ 313,685.50	\$ 304,566.00
C	CP 2015-09D College Trail Berm Reconstruction	\$ 29,931.00	\$ 9,905.00
D	CP 2015-09D Water Main Improvements	\$ 176,220.00	\$ 150,140.00
E	CP 2015-09D Sanitary Sewer Improvements	\$ 30,525.00	\$ 23,000.00
1	CP 2015-09D 80th Street Crossing	\$ 24,456.00	\$ -
F	CP 2018-08 Fire Station No. 2 Water Main Improvements	\$ 19,175.00	\$ 17,975.00
G	CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements	\$ 14,950.00	\$ 12,990.00
H	CP 2018-11 Fire Station No. 2 Fiber Optic Improvements	\$ 1,150.00	\$ -
Total Base Cost		\$ 3,329,897.50	\$ 2,457,223.52
Change Order No. 2 (Schedules F, G, and H)		\$ 35,275.00	\$ 30,965.00
Change Order No. 4		\$ 81,915.75	\$ 81,915.75
Total Contract Amount		\$ 3,447,088.25	
Contract Work Completed To Date			\$ 2,570,104.27
Retainage 5.00%			\$ 128,505.21
Previous Payments			\$ 1,876,063.04
Amount Due This Partial Payment #5			\$ 565,536.02

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)							
Date of Council Action: 10/22/2018							
City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Paid to Date	Current Contract Amount
2015-09D	\$3,329,897.50	\$81,915.75	\$2,539,139.27	\$126,956.96	\$565,536.02	\$2,412,182.31	\$3,411,813.25
2018-08	\$34,125.00	\$0.00	\$30,965.00	\$1,548.25	\$0.00	\$29,416.75	\$34,125.00
2018-11	\$1,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
Subtotal:	\$3,365,172.50	\$81,915.75	\$2,570,104.27	\$128,505.21	\$565,536.02	\$2,441,599.06	\$3,447,088.25
2017-21	\$899,966.50	-\$114,728.75	\$0.00	\$0.00	\$0.00	\$0.00	\$745,227.75
Total:	\$4,225,129.00	-\$32,813.00	\$2,570,104.27	\$128,505.21	\$565,536.02	\$2,441,599.06	\$4,192,316.00

Note: Update and submit this breakdown to the Finance Department for each pay voucher.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Drainage & Utility Easement for 10211 Barnes Ave (N ½ of the NW ¼ of Section 28, Township 27, Range 22, Dakota County, Minnesota)

Meeting Date: October 22, 2018
 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

TJK

☒
☐
☐
☐
☐
☐

Fiscal/FTE Impact:

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

SST

PURPOSE/ACTION REQUESTED

Approve Drainage & Utility Easement for 10211 Barnes Ave (N ½ of the NW ¼ of Section 28, Township 27, Range 22, Dakota County, Minnesota).

SUMMARY

The owners of 10211 Barnes Ave 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, Anthony and Kimberley Scales, have provided the required grading and erosion control plans. They have also signed the Permanent Drainage and Utility Easement (attached).

It is recommended that the City Council approve the Permanent Drainage & Utility Easement for 10211 Barnes Ave (N ½ of the NW ¼ of Section 28, Township 27, Range 22, Dakota County, Minnesota).

TJK/mw

Attachments: Drainage & Utility Easement

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT ("Permanent Easement Agreement") is made, granted and conveyed this 22nd day of October, 2018, by and between Anthony Scales and Kimberley Scales, husband and wife, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, 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 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described and depicted 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 drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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 Permanent Easement Agreement; and
- b.) to maintain the Permanent Easement Area and any City improvements located

therein, together with the right to excavate and refill ditches or trenches; 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 drainage facilities and utilities; 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 the Landowner, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

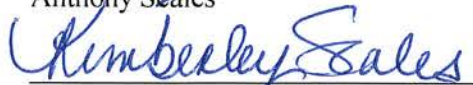
The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

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

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

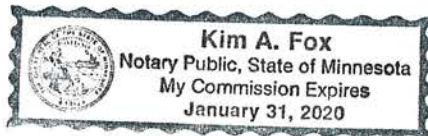
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Permanent Easement Agreement to be executed as of the day and year first above written.

LANDOWNER:


Anthony Scales

Kimberley Scales

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of October, 2018, before me a Notary Public within and for said County, personally appeared Anthony Scales and Kimberley Scales, 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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of October, 2018, 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

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:

A tract of land in the Northwest 1/4 of Section 28, Township 27, Range 22, Dakota County, Minnesota described as follows.

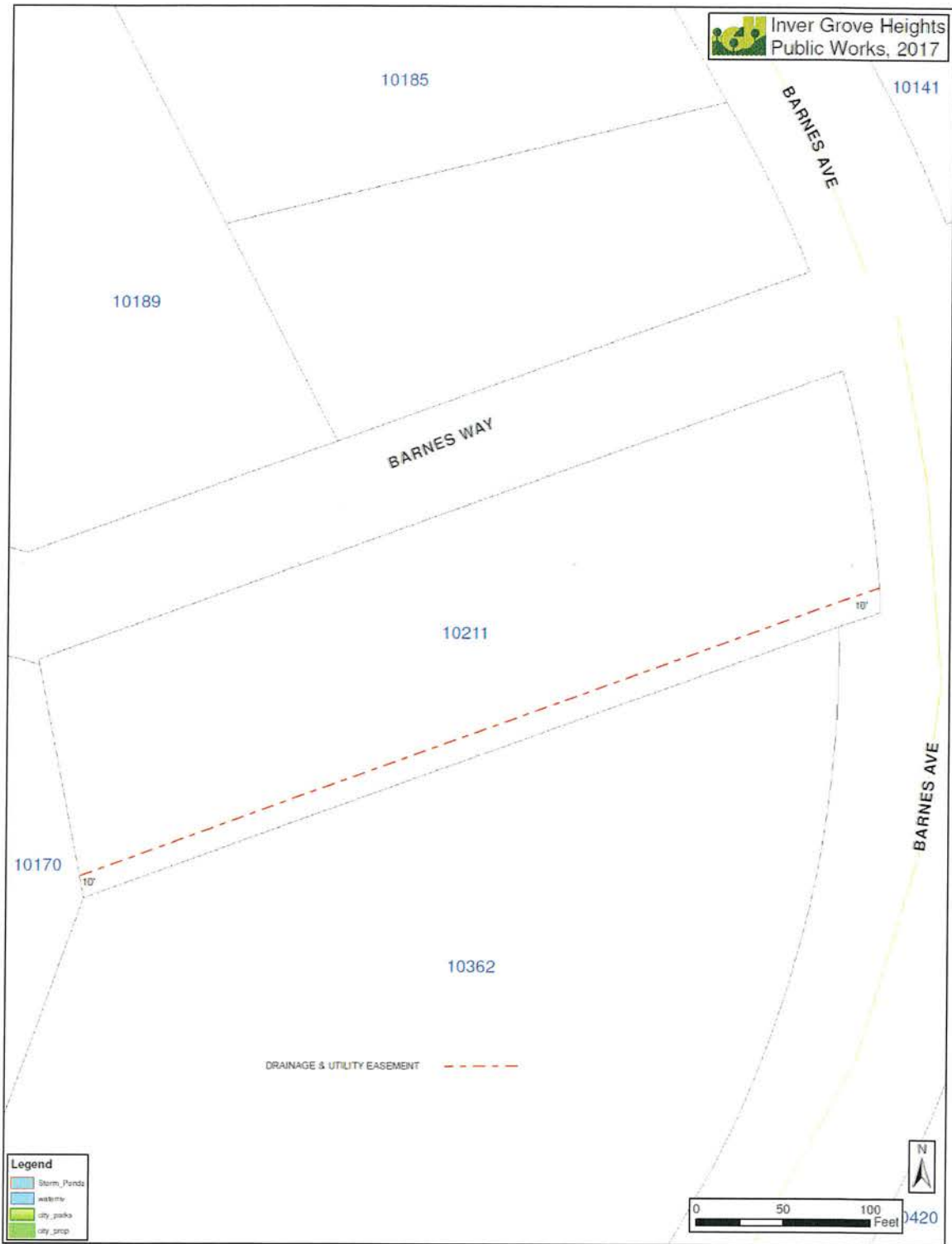
Commencing at the intersection of the North line of said Northwest 1/4 and the center line of County Road 25; thence South 22 degrees 34 minutes 20 minutes East a distance of 1025.65 feet to the actual point of beginning, said point lying in the center line of said County Road; thence South 70 degrees 30 minutes West a distance of 521.7 feet; thence South 10 degrees 48 minutes 30 seconds East, a distance of 170.0 feet; thence North 70 degrees 30 minutes East a distance of 523.7 feet to the said center line of road; thence Northeasterly along said center line to the actual point of beginning;

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes over, under, through, upon and across the southerly ten (10.00) feet of the following described property:

A tract of land in the Northwest 1/4 of Section 28, Township 27, Range 22, Dakota County, Minnesota described as follows.

Commencing at the intersection of the North line of said Northwest 1/4 and the center line of County Road 25; thence South 22 degrees 34 minutes 20 minutes East a distance of 1025.65 feet to the actual point of beginning, said point lying in the center line of said County Road; thence South 70 degrees 30 minutes West a distance of 521.7 feet; thence South 10 degrees 48 minutes 30 seconds East, a distance of 170.0 feet; thence North 70 degrees 30 minutes East a distance of 523.7 feet to the said center line of road; thence Northeasterly along said center line to the actual point of beginning;



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Temporary Construction Easement Agreement No. 2 for Boring and Access on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: October 22, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-450-2572

Prepared by: Steve W. Dodge, Assistant City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

TJK
SWD

SST

Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other: Fire Station No. 2 Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving Temporary Construction Easement Agreement No. 2 for Boring and Access on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

Staff has worked with the affected property owner, Inver Grove ISD LLC (Interstate Development), for temporary and permanent easement agreements to extend sanitary sewer, watermain, and fiber optic improvements to the proposed Fire Station No. 2 project and added MUSA.

The temporary boring easement is necessary to allow space for boring activities and contractor's staging area in the school parking lot while school is in operation. The access easement allows for temporary ingress and egress access for movement of materials and equipment needed to support the utility boring installation. The original temporary boring and access easement expires on October 15th; however, additional time is required to compensate for delays resulting from unforeseen field conditions and inclement weather. It is the intent of the City to install base course bituminous by November 15, 2018 if conditions and weather allow. The time extension provides the flexibility to complete the project and be prepared for final payment by June 30, 2019.

Staff recommends approval of the attached resolution approving Temporary Construction Easement Agreement No. 2 for Boring and Access on Lot 1, Block 1, Arbor Pointe 11th Addition for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SWD/kf

Attachments: Resolution

Exhibits (2)

Agreements (1)

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
TEMPORARY CONSTRUCTION EASEMENT FOR UTILITY INSTALLATION AGREEMENT, AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT NO. 2 FOR BORING AND ACCESS ON
LOT 1, BLOCK 1, ARBOR POINTE 11TH ADDITION FOR CITY PROJECT NOS. 2018-08 – FIRE
STATION NO. 2 SEWER AND WATER IMPROVEMENTS AND 2018-11 – FIRE STATION NO. 2 FIBER
OPTIC IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on May 29, 2018, a public hearing was held and City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Fire Station No. 2 Fiber Optic Improvements was ordered by City Council; and

WHEREAS, the original agreement expired on August 15, 2018 for temporary boring and access easements and additional time is required to complete the project due to unforeseen field conditions and inclement weather; and

WHEREAS, as a part of City Project Nos. 2018-08 and 2018-11, the owner of Lot 1, Block 1 Arbor Pointe 11th Addition has agreed to a Temporary Construction Easement Agreement No. 2 for Boring and Access for the Contractor to work in the designated easement areas while the school is in operation.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN HEREBY RESOLVES AS FOLLOWS:

1. In conjunction with City Project Nos. 2018-08 and 2018-11, the property owner of Lot 1, Block 1, Arbor Pointe 11th Addition and the City of Inver Grove Heights hereby agree to the terms and conditions as outlined in Temporary Construction Easement Agreement No. 2 for Boring and Access Agreement.
2. The City agrees to replace disturbed areas of the property in-kind. The City also agrees to install an edge mill and overlay in the boring easement area as requested by the property owner.
3. The City has negotiated the replacement of disturbed area in lieu of a cash contribution. The cost of the temporary easement acquisition will be funded through the Fire Station No. 2 funds.
4. The City Attorney and City Engineer are authorized to update the agreements in negotiation with the property owner prior to recording.

Adopted by the City Council of the City of Inver Grove Heights this 22nd day of October 2018

AYES:

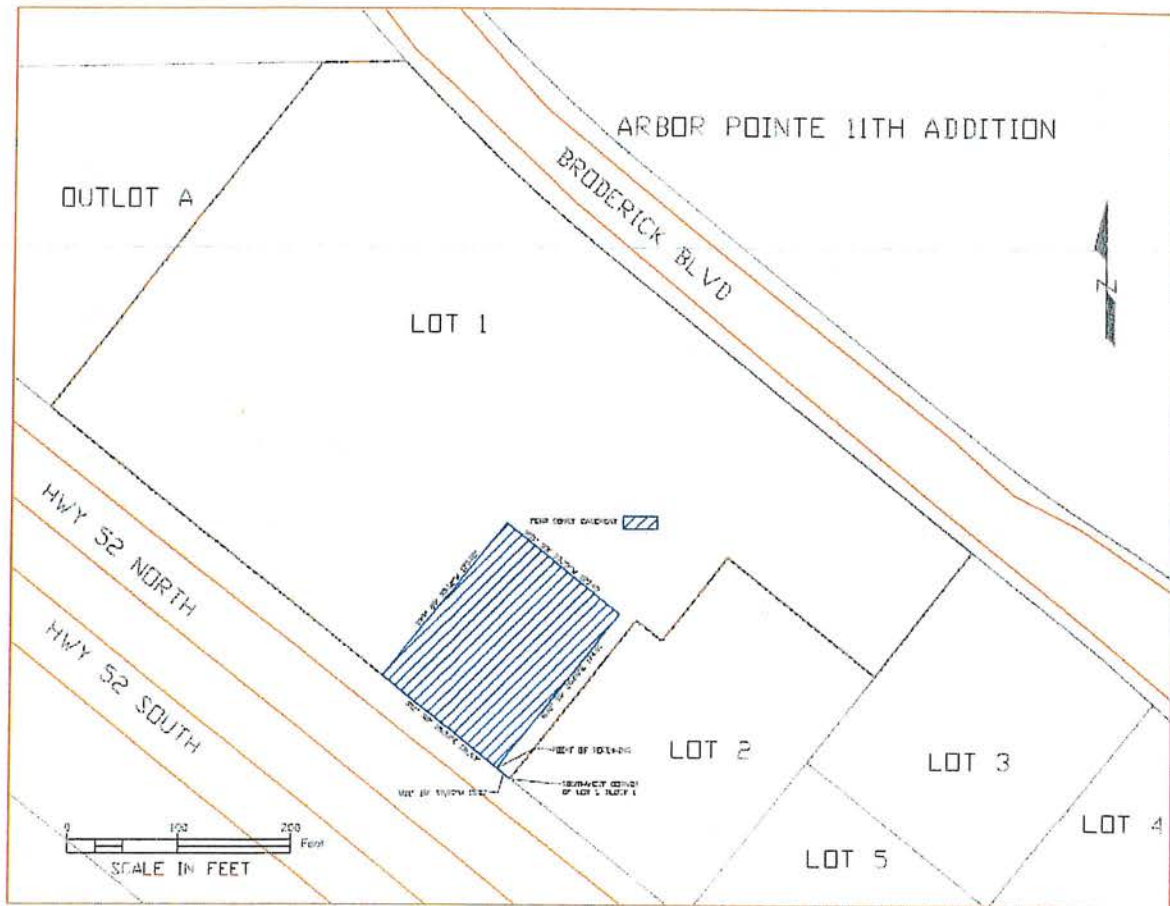
NAYS:

George Tourville, Mayor

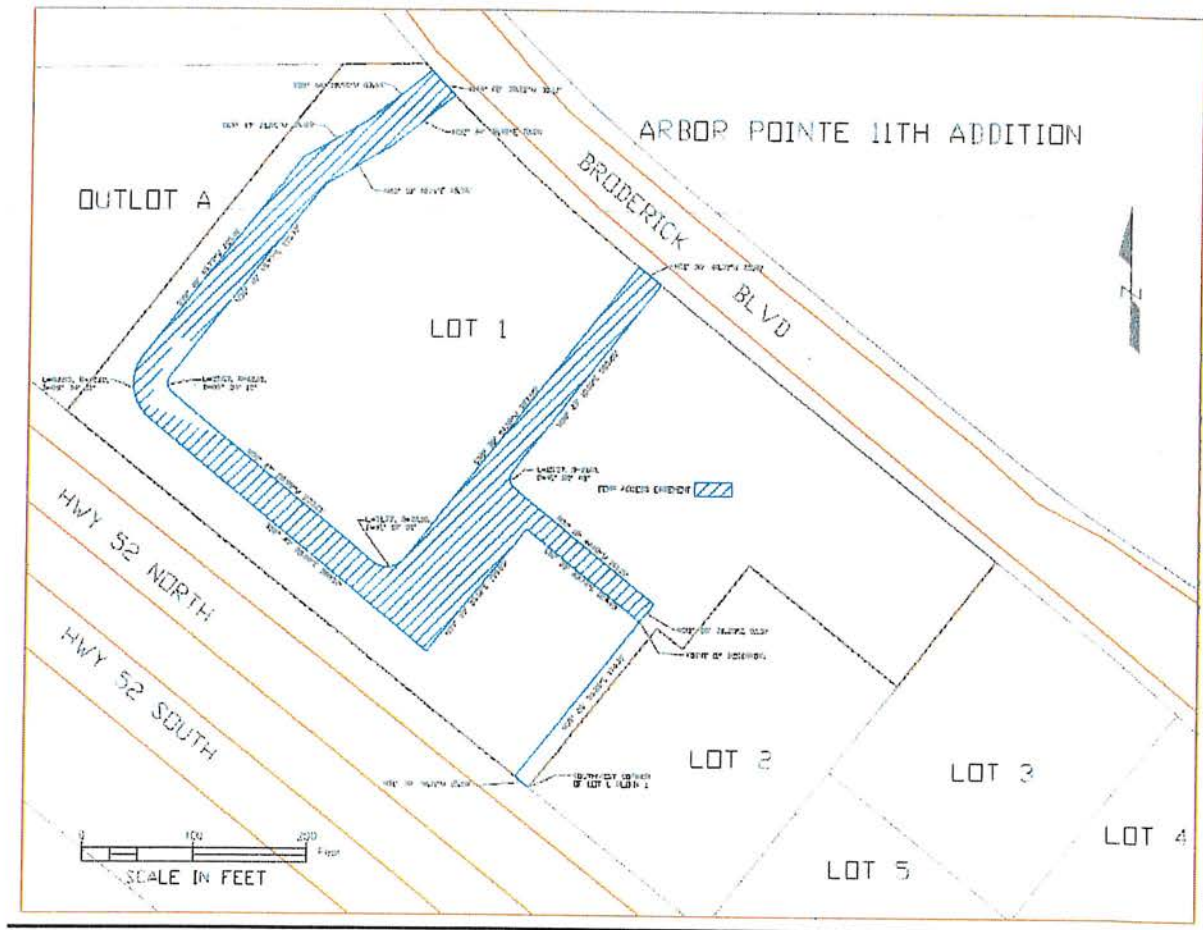
ATTEST:

Michelle Tesser, City Clerk

DEPICTION OF TEMPORARY BORING EASEMENT AREA



DEPICTION OF TEMPORARY ACCESS EASEMENT AREA



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT #2
(Boring)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT #2 (“**Temporary Easement Agreement**”) is made, entered into and effective this 10th day of October, 2018 (the “**Effective Date**”), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “**City**”) and Inver Grove ISD LLC, a Minnesota limited liability company (hereinafter referred to as “**Landowner**”).

WITNESSETH:

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its agents and contractors the following:

1. A temporary non-exclusive easement (the “**Temporary Boring Easement**”) for the purposes of placement of a boring pit, grading, sloping, re-contouring, filling, excavation, construction, construction mobilization, parking of construction equipment, stockpiling of dirt and placement of jacking pits (the “**Work**”), as more particularly described in the plans and specifications prepared for City Project No. 2018-08, Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11, Fire Station No. 2 Fiber Optic Improvements and the other fiber optic improvements of conduit, lines, vaults and handholes shown on the plan dated May 10, 2018, revised June 20, 2018 prepared by Elert & Associates, Inc. on file in the office of the City (the “**Plans**”), on, over, through, upon and under certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, hereinafter described and referred to as the “**Temporary Boring Easement Area**.” The Temporary Boring Easement Area is legally described and depicted on **Exhibit A** attached hereto and made a part hereof.
2. A temporary non-exclusive easement (the “**Temporary Access Easement**”) for the purposes of ingress, egress, haul route and access on, over, through, upon and under certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, hereinafter described and referred to as the “**Temporary Access Easement Area**.” The Temporary Access Easement Area is legally described and depicted on **Exhibit B** attached hereto and made a part hereof.

EXEMPT FROM STATE DEED TAX

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

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

The City hereby agrees to restore the Temporary Boring Easement Area and Temporary Access Easement Area and any portion of the Landowner's Property damaged or disturbed during the use of the Temporary Boring Easement and Temporary Access Easement (together, the "**Easements**") to the same or better condition that existed prior the conduct of the Work, including without limitation, soil compaction, the replacement of any asphalt or other parking lot improvements, signage, curb, gutter, landscaping, parking lot striping and lighting (the "**Restoration**"). The City (or its agents or contractors) shall maintain public liability insurance during use of the Temporary Access Easement Area and during use of the Temporary Boring Easement Area and during the performance of the Work and the Restoration insuring against loss, damage or injury resulting from the performance of the Work or the Restoration. The Work and the Restoration shall be completed on or before June 30, 2019 (the "**Termination Date**"), at which time this Temporary Easement Agreement shall terminate in its entirety. Notwithstanding anything in this Easement to the contrary, despite the expiration or termination of this Temporary Easement Agreement, the obligations of the City under this Temporary Easement Agreement shall survive indefinitely.

The Landowner, for itself and its successors and assigns, does hereby covenant with the City, that Landowner is well seized in fee of the Temporary Boring Easement Area and Temporary Access Easement Area and has good right to grant and convey Easements to the City.

This Temporary Easement Agreement and the Easements shall terminate on the completion of the Work and the Restoration, but in no event later than the Termination Date. The City and Landowner acknowledge that Landowner's property will be opened in the fall of 2018, as an intermediate school, and that the Work and Restoration may be undertaken simultaneously with Landowner's construction activities to retrofit the building on Landowner's property for such purpose. Landowner and City agree to cooperate with the other in the conduct of their respective construction activities and that each will provide an on-site contact person for such coordination. City will be responsible to take all necessary safety measures to prevent access to any open trenches or material stockpiled in the Temporary Boring Easement Area.

This Temporary Easement Agreement shall not be recorded and may only be amended by a written agreement between the Landowner and the City. This Temporary Easement Agreement may be executed in any number of counterparts and transmitted electronically, which shall constitute an original and legally binding instrument.

This Temporary Easement Agreement supersedes and replaces in its entirety the Temporary Construction Easement Agreement (Boring) dated June 25, 2018 between Landowner and City.

[The remainder of the page has been intentionally left blank.]

IN TESTIMONY WHEREOF, the Landowner and City have executed this Temporary Easement Agreement as of the Effective Date.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of October, 2018, 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:
INVER GROVE ISD LLC**

By: _____
Lonnie Provencher
Its: President

STATE OF _____)
) ss.
COUNTY OF MINNESOTA)

On this ____ day of October, 2018, before me a Notary Public within and for said County, personally appeared Lonnie Provencher, to me personally known, who being by me duly sworn, did say that he the President of Inver Grove ISD LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Inver Grove ISD LLC by authority of the Board of Governors of Inver Grove ISD LLC.

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:**

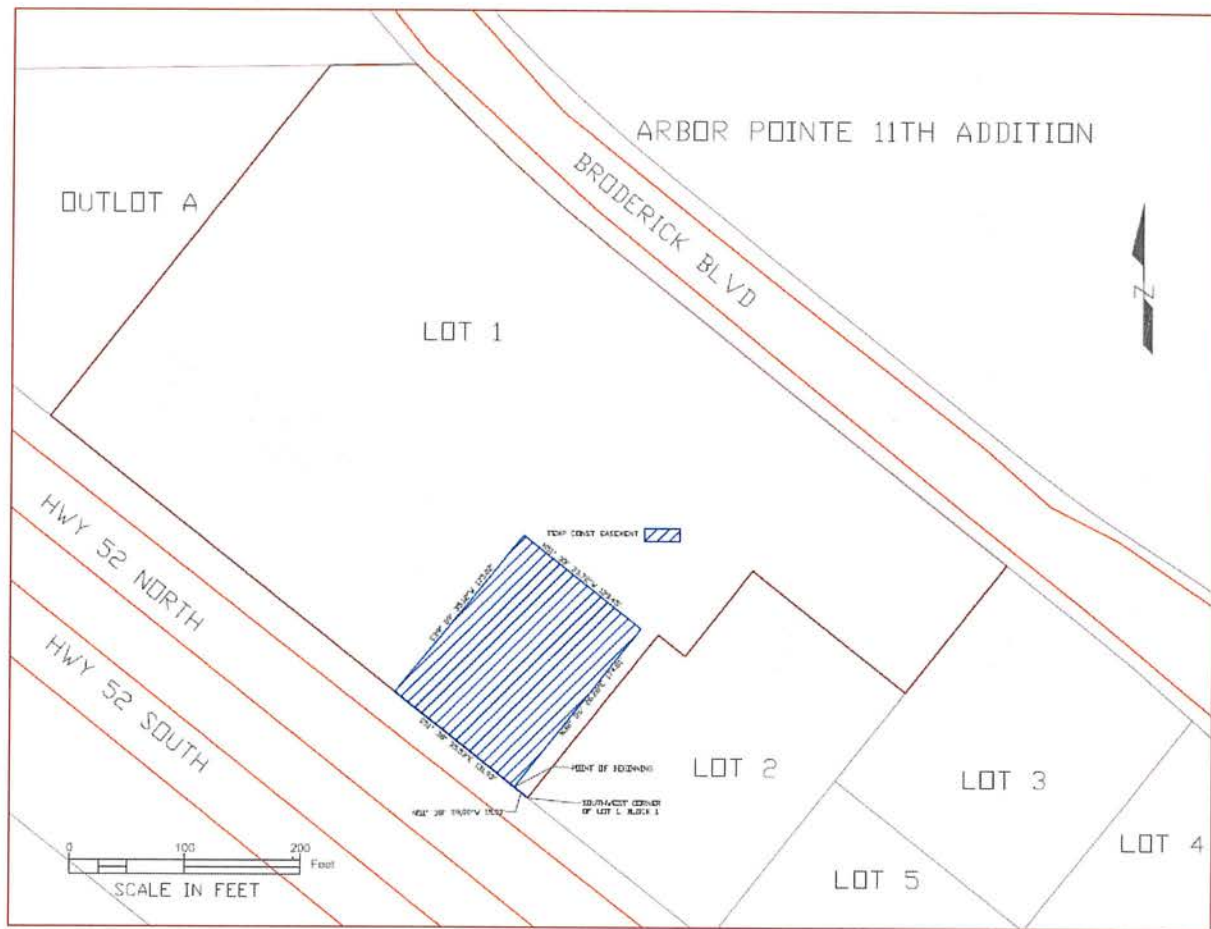
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY BORING EASEMENT AREA

A temporary easement over, under and across Lot 1, Block 1, ARBOR POINTE 11th ADDITION. The Temporary Boring Easement Area is described as follows:

Beginning at the Southwest corner of said Lot 1; thence Northwesterly along the Southwest line of Lot 1 on an assumed bearing of North 51 degrees 38 minutes 59.80 seconds West, 15.00 feet to the point of beginning of said easement; thence North 38 degrees 26 minutes 26.28 seconds East, 174.81 feet; thence North 51 degrees 33 minutes 33.72 seconds West, 129.45 feet; thence South 39 degrees 09 minutes 35.12 seconds West, 175.02 feet; thence South 51 degrees 38 minutes 35.53 seconds East, 131.93 feet to the point of beginning.

DEPICTION OF TEMPORARY BORING EASEMENT AREA



DEPICTION OF TEMPORARY BORING EASEMENT AREA

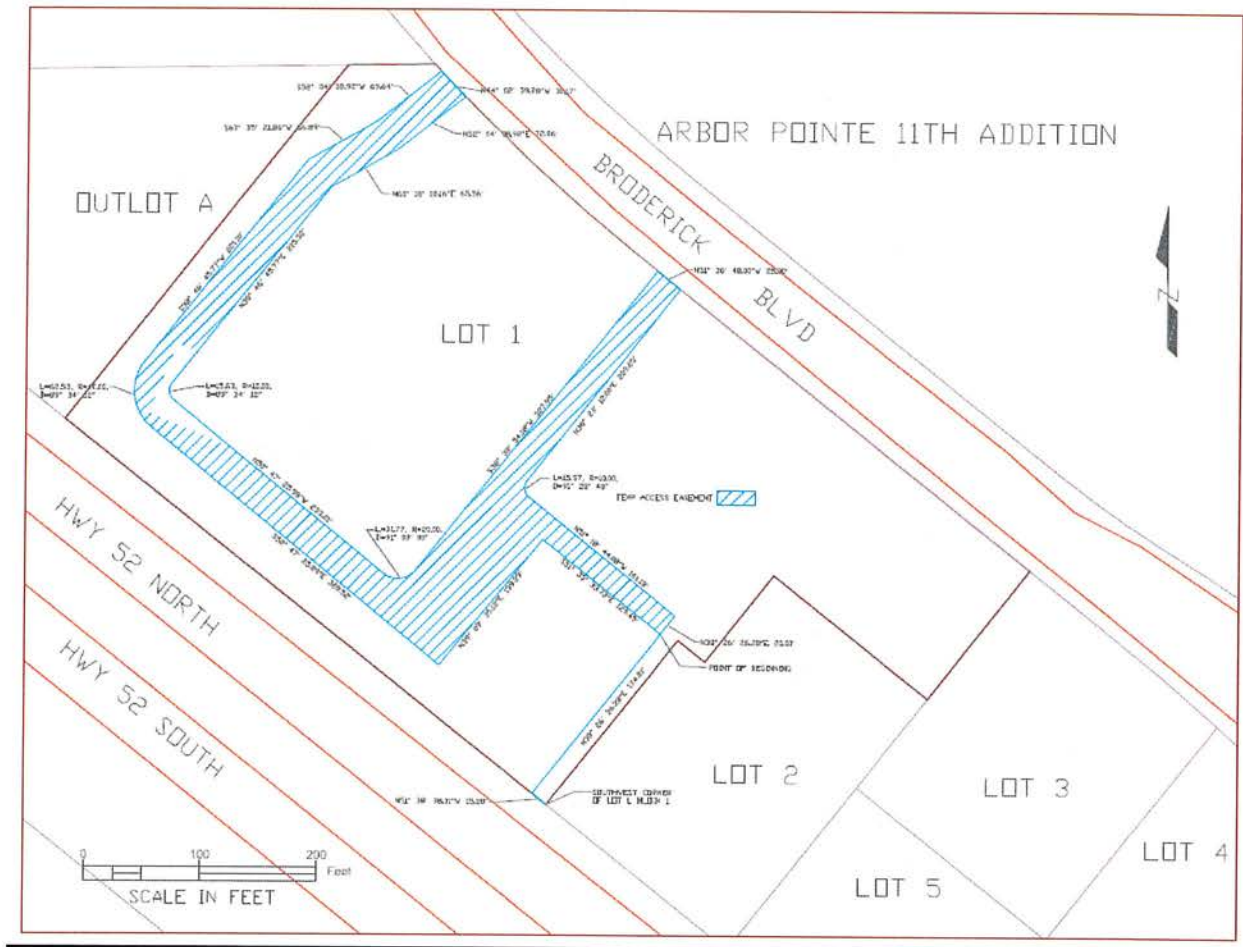


EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY ACCESS EASEMENT AREA

A temporary non-exclusive easement over and across Lot 1, Block 1, ARBOR POINTE 11th ADDITION. The Temporary Access Easement Area is described as follows:

Beginning at the Southwest corner of said Lot 1; thence Northwesterly along the Southwest line of Lot 1 on an assumed bearing of North 51 degrees 38 minutes 38.01 seconds West, 15.28 feet; thence North 38 degrees 26 minutes 26.28 seconds East, 174.81 feet to the point of beginning of said easement; thence North 38 degrees 26 minutes 26.28 seconds East, 20.00 feet; thence North 51 degrees 18 minutes 44.08 seconds West, 161.18 feet; thence northerly a distance of 15.97 feet along a tangential curve, concave to the east, having a radius of 10.00 feet and a central angle of 91 degrees 28 minutes 48 seconds; thence North 38 degrees 23 minutes 12.00 seconds East, 209.25 feet; thence North 51 degrees 36 minutes 48.00 seconds West, 25.00 feet; thence South 38 degrees 38 minutes 54.18 seconds West, 327.95 feet; thence westerly a distance of 31.77 feet along a tangential curve, concave to the north, having a radius of 20.00 feet and a central angle of 91 degrees 00 minutes 00.00 seconds; thence North 50 degrees 47 minutes 25.98 seconds West, 233.21 feet; thence northerly a distance of 15.63 feet along a tangential curve, concave to the east, having a radius of 10.00 feet and a central angle of 89 degrees 34 minutes 12 seconds; thence North 38 degrees 46 minutes 45.77 seconds East, 215.32 feet; thence North 60 degrees 18 minutes 00.16 seconds East, 65.56 feet; thence North 52 degrees 04 minutes 08.92 seconds East, 72.86 feet; thence North 44 degrees 02 minutes 39.28 seconds West, 30.17 feet; thence South 52 degrees 04 minutes 08.92 seconds West, 69.64 feet; thence South 60 degrees 35 minutes 21.86 seconds West, 66.89 feet; thence South 38 degrees 46 minutes 45.77 seconds West, 221.10 feet; thence southerly a distance of 62.53 feet along a tangential curve, concave to the east, having a radius of 40.00 feet and a central angle of 89 degrees 34 minutes 12 seconds; thence South 50 degrees 47 minutes 25.89 seconds East, 320.52 feet; thence North 39 degrees 09 minutes 35.12 seconds East, 139.29 feet; thence South 51 degrees 33 minutes 33.72 seconds East, 129.45 feet to the point of beginning.

DEPICTION OF TEMPORARY ACCESS EASEMENT AREA



DEPICTION OF TEMPORARY ACCESS EASEMENT AREA



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving a Proposal for Professional Geotech Engineering Services and Authorizing Preparation of a Phase I Environmental Review Report for Street Reconstruction on 55th Street Court/55th Street Court, City Project No. 2018-09F

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution receiving a proposal for professional geotech engineering services and authorizing preparation of a Phase I Environmental Review Report for Street Reconstruction on 55th Street/55th Street Court, City Project No. 2018-09F.

SUMMARY

Council authorized a feasibility report for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction on September 24, 2018. Bolton & Menk, Inc. was hired to provide engineering services. They have identified the need for Geotech services for the project. They also recommended a Phase I Environmental Study to determine if any pollutants may be encountered next to the gas station at 5465 Babcock Trail. AET was asked to provide a proposal for these services. The services are estimated not to exceed \$7,350.

AET and Bolton & Menk, Inc. are in the City's consulting engineering pool. Their expertise and knowledge of the project and City qualify them to provide these services on City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction. Funding will be provided by the City's Pavement Management fund and special assessments.

A Phase 1 Environmental investigation is an information review to determine the likelihood of contamination. It does not delineate the magnitude or extend the scope of the street reconstruction project.

Attached is a cost proposal from AET with a budget range of \$7,380 for a preliminary Geotech review and a Phase 1 Environmental investigation for City Project No. 2018-09F.

Staff is recommending that the City Council approve the attached resolution authorizing the approval of the proposal submitted by AET on City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

TJK/kf

Attachments: Resolution
 AET proposal dated October 15, 2018

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

**RESOLUTION AUTHORIZING GEOTECHNICAL SERVICES AND AUTHORIZING PREPARATION OF
A PHASE 1 ENVIRONMENTAL REPORT FOR CITY PROJECT NO. 2018-09F – 55TH STREET COURT
AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, City Council approved a feasibility report with reference to City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction; and

WHEREAS, the City's consulting engineer, Bolton & Menk, Inc., has recommended a geotechnical review and a Phase 1 Environmental Report due to the proximity of a gas station at 5465 Babcock Trail; and

WHEREAS, City staff requested, and received, a proposal from AET for preliminary geotechnical engineering services and preparation of a Phase 1 Environmental Report for this project.

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

1. The October 15, 2018 proposal from AET is accepted and staff is authorized to enter into a contract in an amount not to exceed \$7,380 for geotechnical services and a Phase 1 Environmental Report for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.
2. The City Attorney is authorized to assist the City Engineer to obtain additional easements and other services as needed.
3. Project funding is provided through the Pavement Management Fund and special assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of October 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

October 15, 2018

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

Re: Proposal for Geotechnical and Environmental Services
55th Street East and 55th Court East Reconstruction
Inver Grove Heights, MN
AET Proposal No. 01-20100

Dear Mr. Kaldunski:

American Engineering Testing (AET) is pleased to submit a proposal to the City of Inver Grove Heights for geotechnical and environmental services for this project. This proposal is being submitted at the request of Mr. Eric Seaburg with Bolton and Menk, Inc. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

PROJECT INFORMATION

We understand the City of Inver Grove Heights is proposing the reconstruction of 55th Street East and 55th Street Court East. Bolton and Menk, Inc. will be performing the design for the project. This project includes full street reconstruction, partial watermain and storm sewer replacement, and sanitary sewer lining. We understand the utilities will be placed at depths of 8 feet or shallower. An infiltration area, such as a rain garden, may be constructed in conjunction with the project. We understand a gas station is located northeast of the intersection of 55th Court East and 55th Street East.

SCOPE OF SERVICES

Geotechnical Field Exploration

As requested by Bolton and Menk, our scope of services will include the following:

- Arrange clearance of underground public utilities. If requested, we can hire a private locator for an additional fee.
- Document the boring locations with a GPS device.
- Perform 4 standard penetration test borings each to depths of 11.5 feet using a truck-mounted drill rig.
- Perform pavement coring at the 3 on-road boring locations.



- Provide traffic warning signs. Based on the anticipated traffic volume, we assume no flaggers will be necessary.
- Obtain a city permit for drilling within the right of way, if required. We assume there will be no fee for the permit.
- Backfill the boreholes and patch the surface in pavement locations.

Before drilling, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private lines. We request that you locate private utilities. If it is necessary to contact a private locating company, these companies charge for their services. We have not included a fee in this proposal for retaining a private locator. If hiring a private locator is necessary, we will pass this fee along to you at cost, in addition to our fee for the geotechnical exploration.

We will drill the borings using hollow-stem augers or by mud rotary drilling techniques and sample by the split-barrel method (ASTM D1586). We will collect samples at 2½-foot intervals to a depth of 15 feet and then at 5-foot intervals to depths of up to 50 feet. The off-road infiltration boring will be sampled continuously full depth.

Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration values (N-values in “blows per foot”), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with State requirements. We will patch the surface of borings drilled through the pavement with bituminous cold patch. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the City will backfill and repair any boreholes that may settle after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

We assume that the boring locations are readily accessible for our truck-mounted drill rig.

Geotechnical Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We propose to perform moisture content tests on all samples and up to two sieve analysis (gradation) and/or Atterberg limits tests.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and the AASHTO system. We will then prepare the final subsurface boring logs.

Geotechnical Report

We will prepare a report in which we present the subsurface boring logs, a figure illustrating the approximate boring locations, laboratory soil test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Preparation of the subgrade for pavements.
- Pavement section thickness designs based on an assumed subgrade R-value.
- Recommendations for support and backfill of new utilities.
- Hydrologic soil group and estimated soil infiltration rates based on the soil types encountered in the applicable boring, the laboratory index testing performed, and the Minnesota Stormwater Manual.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

Environmental Services

AET will complete a Phase I Environmental Site Assessment (ESA), in general accordance with ASTM Standard E1527-13, for the section of 55th Street between 55th Court and Babcock Trail. To complete the Phase I ESA tasks AET will:

- Review reasonably ascertainable and practically reviewable records that will help identify recognized environmental conditions (RECs) in connection with the project area. Records include standard environmental sources, physical setting sources, and historical use information.
- Perform a reconnaissance of the project area to obtain information indicating the likelihood of identifying RECs. The reconnaissance will include observations of the general setting and a review of the following: current and past uses of the properties within the area; the geologic, hydrogeologic, hydrologic and topographic conditions of project area; a general description of structures and roads in the project area; hazardous substances and petroleum product uses in the project area; hazardous substance, petroleum product, and unidentified substance containers in the project area; storage tanks; odors; pools of liquid, stains, and corrosion; PCB containing equipment (excluding fluorescent light ballasts); drains and sumps; pits, ponds, or lagoons; stressed vegetation; solid waste; and heating/cooling systems associated with structures in the project area.
- Interview state and/or local government officials to obtain information concerning RECs in connection with the project area.
- Interpret information collected in conjunction with performing the records review, site reconnaissance, and interviews, and present the results in a written report. An electronic copy of the report will be provided and addressed to the User (for exclusive use by the User).

Our scope of services does not include obtaining or reviewing recorded land title records and judicial records for environmental liens or activity use limitations (AULs). The scope of our services also does not include providing liability/risk evaluations, remediation techniques, vapor intrusion evaluation, targeted investigations or assessments for right-of-way acquisition, or other assessment activities, such as field screening of soil samples recovered from the borings or chemical analysis of recovered soil samples.

SCHEDULE

We anticipate the field work can be completed in 3 to 4 weeks after receipt of authorization. We anticipate drilling operations should take 1 day to perform. Geotechnical laboratory testing and the report can be completed about 2 weeks after completion of the field services. The Phase I ESA and report will take up to 3 weeks after receiving authorization to proceed.

FEES

The services discussed in this proposal will be provided on a unit rate basis as outlined in the attached Fee Estimates, which total \$7,380. For the geotechnical services, we estimate fees of \$4,950. For the environmental services, we estimate \$2,430 for the Phase I ESA.

In the event the scope of our services needs to be revised (for example, additional or deeper borings/soundings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Our fees will be in effect until December 31, 2018, after which they will be subjected to review and possible escalation.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

City of Inver Grove Heights
AET Proposal No. 01-20100
October 15, 2018
Page 5 of 5

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Thomas Evans, PE
Engineer I
Phone: (701) 690-9732
Email: tevans@amengtest.com

American Engineering Testing, Inc.



Megan J. L. Hoppe, PE
Senior Geotechnical Engineer
Phone: (612) 685-6432
Email: mhoppe@amengtest.com

Attachments: Fee Schedules
Service Agreement (4 pgs.)

AET PROPOSAL No.: 01-20100

ACCEPTANCE AND AUTHORIZATION

Signature: _____ Date: _____

Typed/Printed Name: _____

Title: _____

Company: _____

Geotechnical Fee Estimate - AET Proposal 01-20100**October 15, 2018****Scope of Services:**

4 SPT borings for 46 feet of drilling, 3 pavement cores, soil laboratory testing, & geotechnical report.

Project:

55th Street East and 55th Court East
Inver Grove Heights, MN

Hourly Breakdown:

	Units	Rate	Total
Principal Engineer - Consult	1 hours	\$197.00	\$197.00
Senior Engineer - Review	2 hours	\$163.00	\$326.00
Engineer II	hours	\$145.00	\$0.00
Engineer I - PM Analysis & Report	8 hours	\$128.00	\$1,024.00
Engineering Assistant - Utilities	3 hours	\$117.00	\$351.00
Senior Engineering Technician - Logging	2 hours	\$113.00	\$226.00
Drill Technician - Drill & Core	16 hours	\$100.00	\$1,600.00
Word Processing Specialist - Logs & Rpt	2 hours	\$69.00	\$138.00
Subtotal =			\$3,862.00

Equipment Rental/Mileage:

	Units	Rate	Total
Auxiliary Truck Mileage	25 miles	\$1.00	\$25.00
Auxiliary Truck Rental	3 hours	\$18.50	\$55.50
Coring/FWD/GPR Truck Mileage	25 miles	\$1.10	\$27.50
Coring Truck Rental	2 hours	\$57.00	\$114.00
FWD Equipment & Truck Rental	hours	\$175.00	\$0.00
GPR Equipment & Truck Rental	days	\$350.00	\$0.00
1.5 to 2.5-ton Truck Drill Rig Mileage	25 miles	\$1.35	\$33.75
1.5 to 2.5-ton Truck Drill Rig Rental	6 hours	\$86.00	\$516.00
Tractor/Lowboy Trailer Mileage	miles	\$1.80	\$0.00
All-Terrain Drill Rig Rental	hours	\$117.00	\$0.00
MDH Notification Fee	each	\$75.00	\$0.00
Warning Signs	1 days	\$100.00	\$100.00
Subtotal =			\$871.75

Soil Laboratory Testing:

	Units	Rate	Total
Sieve Analysis, without hydrometer	2 tests	\$107.00	\$214.00
Sieve & Hydrometer Analysis	tests	\$202.00	\$0.00
Unconfined Compression	tests	\$100.00	\$0.00
Atterberg Limits	0 tests	\$115.00	\$0.00
Organic Content	tests	\$67.00	\$0.00
Electrical Resistivity	tests	\$102.00	\$0.00
Soil PH	tests	\$100.00	\$0.00
Chloride, Sulfate, Sulfide, Redox Potential	series	\$200.00	\$0.00
R-value	tests	\$400.00	\$0.00
Standard Proctor	tests	\$130.00	\$0.00
Subtotal =			\$214.00

Budget Total =	\$4,947.75
-----------------------	-------------------

Environmental Fee Estimate - AET Proposal 01-20100**October 15, 2018****Scope of Services:**

Phase I ESA, in general accordance with ASTM
Standard E1527-13, for the section of 55th
Street between 55th Court and Babcock Trail.

Project:

Street Reconstruction
55th Street East and 55th Court East
Inver Grove Heights, MN

Hourly Breakdown:

	Units	Rate	Total
Principal Engineer - Consult	1 hours	\$197.00	\$197.00
Senior Engineer - Review	hours	\$163.00	\$0.00
Engineer II	11 hours	\$145.00	\$1,595.00
Engineer I - PM Analysis & Report	hours	\$128.00	\$0.00
Engineering Assistant - Utilities	hours	\$117.00	\$0.00
Senior Engineering Technician - Logging	hours	\$113.00	\$0.00
Drill Technician - Drill & Core	hours	\$100.00	\$0.00
Word Processing Specialist - Report	2 hours	\$69.00	\$138.00
Historical/Regulatory Data Package	1 item	\$500.00	\$500.00
Subtotal =			\$2,430.00

Budget Total =	\$2,430.00
-----------------------	-------------------

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 - Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 - Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 - If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET's officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty and shall not exceed the total compensation in excess of costs received by AET for services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of North Dakota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Engineering Testing, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 Cleveland Ave. N.

6 City, state, and ZIP code

St. Paul, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Mountain States Limited 245 E. Roselawn Avenue, Suite 31 Saint Paul, MN 55117-1940		CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Phoenix Insurance Company	25623
		INSURER B : Travelers Property Casualty Company of America	25674
		INSURER C : Travelers Casualty Insurance Company of America	19046
		INSURER D : Continental Casualty Company	20443
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			630539K8896PHX18	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810797K9140COF18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB709K909318	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	PROF/POLL LIABILITY			ECH254066939	01/01/2018	01/01/2019	PER CLAIM \$ 1,000,000
D	RETRO: 070287			ECH254066939	01/01/2018	01/01/2019	AGGREGATE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving of a Joint Powers Agreement (JPA) with South St. Paul and West St. Paul for Engineering Services, Outlet Construction, and Long-Term Maintenance for City Project No. 2014-12 – Seidl's Lake Outlet

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: State bonding funds, local funds from Inver Grove Heights, South St. Paul and West St. Paul

PURPOSE/ACTION REQUESTED

Consider resolution approving of a Joint Powers Agreement (JPA) with South St. Paul and West St. Paul for engineering services, outlet construction, and long-term maintenance for City Project No. 2014-12 – Seidl's Lake Outlet.

SUMMARY

Seidl's Lake is a landlocked waterbody. Fluctuating water levels have frequently impacted park facilities adjacent to the lake in Inver Grove Heights and South St. Paul. In 2003, at the request of Inver Grove Heights and South St. Paul, the Lower Mississippi River Watershed Management Organization (LMRWMO) had Barr Engineering Company prepare a feasibility study for providing a pumped outlet for Seidl's Lake. That 2004 study was the basis for a successful request for state funding in the 2018 legislative session (the City Council supported the application via Resolution No. 17-33). A grant totaling \$781,000 was included in the approved bonding bill.

The subject JPA addressed responsibilities of the signatory cities concerning the design, construction, operation and maintenance of the pumped outlet.

The local share of funding will be provided by the partnering cities based on the Lower Mississippi River Watershed Management Organization (LMRWMO) cost allocation formula for allowable flows.

South St. Paul will be the lead agency for the project. South St. Paul will secure engineering services and bids for the project. The total estimated project cost is \$1.0M.

The partners agree to pay all costs associated with maintenance and repair of the storm pumping system after the project is completed based on the LMRWMO formula.

Staff recommends Council approval of the Joint Powers Agreement with South St. Paul and West St. Paul for engineering services, outlet construction, and long-term maintenance. The project is in the current CIP. Funding would come from the Storm Water Utility.

I recommend approval of the resolution approving the JPA with South St. Paul and West St. Paul for engineering services, outlet construction, and long-term maintenance for City Project No. 2014-12 – Seidl's Lake Outlet.

TJK/kf

Attachments: Resolution
 Joint Powers Agreement

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

**RESOLUTION APPROVING THE JOINT POWERS AGREEMENT WITH THE CITIES OF SOUTH ST.
PAUL AND WEST ST. PAUL FOR ENGINEERING SERVICES, OUTLET CONSTRUCTION, AND LONG-
TERM MAINTENANCE FOR CITY PROJECT NO. 2014-12 – SEIDL'S LAKE OUTLET**

RESOLUTION NO. _____

WHEREAS, the City Councils of the three partnering cities has been seeking state funding to improve the lake outlet for many years; and

WHEREAS, South St. Paul received \$781,000 in state bond funding for the project in 2018; and

WHEREAS, the City Engineers have approved the concept plans for the improvements and said plan will be used to guide the final construction documents for City Project No. 2014-12; and

WHEREAS, the partnering cities have agreed to provide any necessary additional funding based on the Lower Mississippi River Watershed Management Organization allocation formulas and will execute the Joint Powers Agreement prepared by the office of Levander, Gillen & Miller; and

WHEREAS, the cities have drafted a Joint Powers Agreement to be executed by the three parties to fund engineering services, outlet construction, and long-term maintenance of the facilities.

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

1. The Joint Powers Agreement with the cities of South St. Paul and West St. Paul for engineering services, outlet construction, and long-term maintenance is hereby approved.
2. The City's share of costs for City Project No. 2014-12 – Seidl's Lake Outlet, shall be funded from the Storm Water Utility.

Adopted by the City Council of Inver Grove Heights this 22nd day of October 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE SEIDL'S LAKE
PUMPING STATION BETWEEN THE CITIES OF SOUTH ST. PAUL, WEST ST.
PAUL, AND INVER GROVE HEIGHTS**

THIS AGREEMENT made and entered into by and between the City of South St. Paul ("South St. Paul"), the City of West St. Paul ("West St. Paul"), and the City of Inver Grove Heights ("Inver Grove Heights") (collectively the "Partners").

WHEREAS, under Minn. Stat. § 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to improve the water quality and prevent water fluctuations of Seidl's Lake (the "Lake") through the construction of a storm water pumping station in South St. Paul, Dakota County (the "Project"); and

WHEREAS, it is the desire of West St. Paul and Inver Grove Heights to construct the Project on South St. Paul property, described and depicted on Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the design, construction, and long-term maintenance costs of the Project on the Property will be shared between the Partners as stated herein.

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

1. PLANS AND SPECIFICATIONS. South St. Paul is the lead agency for the Project, effective upon execution of this Agreement by the Partners. South St. Paul will prepare plans and specifications consistent with current design practices. The Partners shall approve the plans and specifications prior to advertising the bid. South St. Paul will advertise for bids for the construction of the Project in accordance with applicable state law and will provide the Partners with an analysis of the bids received. The South St. Paul City Council may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement.
2. CONSTRUCTION ADMINISTRATION. South St. Paul is the lead agency for construction administration and inspection of the Project, effective upon execution of this Agreement by the Partners. South St. Paul shall oversee the construction project, administer any changes to the construction contracts, and process any payments to the contractor in accordance with this Agreement.
3. COST PARTICIPATION. The Partners agree that the initial funding for the Project shall be through a State of Minnesota (the "State") bond in the approximate amount of

\$781,000.00. Should the costs associated with the Project exceed the initial bond amount received from the State, the Partners shall pay an allocated portion of the remaining costs in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners. The Partners cost participation in the Project is divided into design, construction, and long-term maintenance expenses. The Partners will amend or supplement this JPA with allowable flow calculations or negotiated allocation by the Partners prior to the completion of the final design.

- a. Design. Design costs include the costs for professional design and engineering services, project coordination, preparation of plans and specifications, surveying, mapping, consultant engineering and all related materials testing, including the cost of South St. Paul city staff time for these purposes that are necessary for the Project. The Partners shall pay its portion of the cost share allocations for design costs in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners.
 - b. Construction. Construction costs includes all construction and removal of materials, mobilization, project staging, mitigation as required by any state or other permits, costs to construct the Project, mitigation required for access modifications for the Project, and all other construction aspects outlined in the construction plans. The Partners shall pay its portion of the actual construction costs in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners. After South St. Paul has awarded the contract, the agreed upon allocation will be updated to reflect the actual bid price.
 - c. Long-Term Maintenance. Upon completion of the Project, South St. Paul shall be responsible for the daily operation and maintenance of the storm water pumping station and filtration system. The Partners agree to pay all costs associated with the maintenance and repair of the storm water pumping station after completion of the Project in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners. Any repair or maintenance costs in excess of \$5,000.00 must first be approved by the Partners. South St. Paul shall maintain written records of all maintenance which shall be open to inspection by West St. Paul and Inver Grove Heights.
4. PROJECT COST UPDATES. South St. Paul will provide updated cost estimates to the Partners at the following times:
- a. Prior to advertising a construction contract
 - b. After bid opening (prior to contract award)

- c. During construction if the total contract changes exceed \$100,000.00

Project cost estimate updates include actual and estimated costs for engineering and construction. The parties acknowledge that Project costs estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each party is responsible for informing their respective council or board regarding Project cost estimates.

5. PAYMENT. South St. Paul will administer the contract and act as the paying agent for all payments to the contractor and consultants. Payments to the contractor and consultants will be made as the Project work progresses and when certified by the South St. Paul Engineering Department. South St. Paul will request payment on a quarterly basis for any Project costs incurred. Upon receipt of an invoice from South St. Paul, Inver Grove Heights and West St. Paul shall reimburse South St. Paul for its share of the costs incurred under this Agreement within 35 calendar days from the presentation of the claim. If any portion of the itemized claim is questioned by Inver Grove Heights or West St. Paul, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.
6. CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS. Any change orders or supplemental agreements that affect the Project cost participation must be approved by the Authorized Representative of each party prior to execution of the work. The Partners shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
7. AMENDMENTS. Any amendment to this Agreement will be effective only after approval by all three governing bodies and execution of a written amendment document by duly authorized officials of each body.
8. EFFECTIVE DATES. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in perpetuity in accordance with this Agreement or until the storm water pumping station and filtration system has been removed from the Property.
9. FINAL COMPLETION. Final completion of the construction Project must be approved by all Partners. After final approval by the Partners, South St. Paul will maintain sole ownership of the storm water pumping station and filtration system.
10. INDEMNIFICATION. Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to defend, indemnify and hold harmless other Partners, and its officers, employees and agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees, which the other Partners may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, and its officers, employees or agents,

in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall require a Party to defend, indemnify or hold harmless the other Party for the other Party's own acts or omissions.

It is understood and agreed that the Partners' liability shall be limited by the provisions of Minnesota Statutes, chapter 466, and/or other applicable law. The hold harmless provision of this Agreement does not constitute a waiver by any Party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the Partners pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Partners that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a) as amended. Each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. Each Party agrees to promptly notify the other Party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other Party, and arising out of acts or omissions related to this Agreement.

11. AUTHORIZED REPRESENTATIVES. The authorized representative for the purpose of the administration of this Agreement are:

South St. Paul:	City Engineer City of South St. Paul 125 Third Avenue North South St. Paul, MN 55075
Inver Grove Heights:	Tom Kaldunski, City Engineer City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 tkaldunski@invergroveheights.org
West St. Paul:	Ross Beckwith, City Engineer City of West St. Paul 1616 Humboldt Avenue West St. Paul, MN 55118 rbeckwith@wspmn.gov

The Authorized Representative shall obtain authorization to implement or administer any provision of this Agreement from his or her respective governing body as required by the governing body's policies and procedures. The parties shall promptly provide notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter by the Authorized Representative for purposes of this Agreement.

12. INTEGRATION AND CONTINUING EFFECT. The entire and integrated agreement of the Partners contained in this Agreement shall supercede all prior negotiations, representations or agreements between the Partners regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the Project provided for in his Agreement.
13. TERMINATION. This Agreement shall be terminated if the Partners fail to secure the initial funding for the Project through a bond from the State of Minnesota in the approximate amount of \$781,000.00. Notice of termination will be sent by South St. Paul to the Authorized Representative for West St. Paul and Inver Grove Heights. The Authorized Representative shall inform his or her respective governing body of the termination of the Agreement according to the governing body's policies and procedures.

[The remainder for this page was intentionally left blank.]

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

CITY OF SOUTH ST. PAUL

By: _____
James Francis
Mayor

By: _____
Christy Wilcox
City Clerk

Dated: _____

CITY OF WEST ST. PAUL

By: _____
Jenny Halverson
Mayor

By: _____
Ryan Schroeder
City Manager

Dated: _____

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Mayor

By: _____
Michelle Tesser
City Clerk

Dated: _____



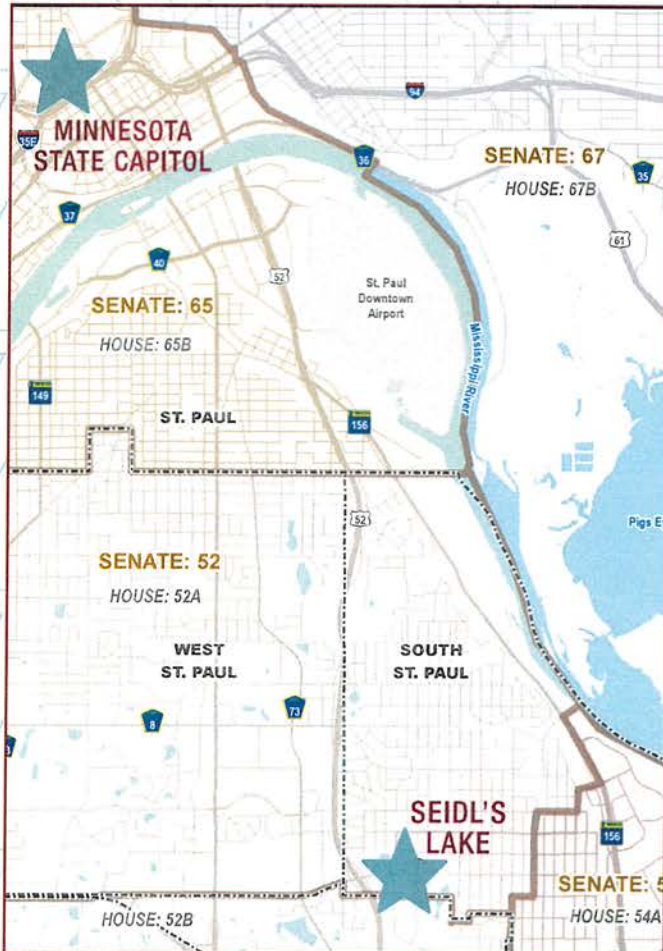
Seidl's Lake Pumping Station

Exhibit A

Regional Partnership to improve water quality and flood protection



PROJECT LOCATION



SEIDL'S LAKE IS A REGIONAL HIGH VALUE RESOURCE

- Located within Seidl's Lake Park which is jointly operated by the cities of Inver Grove Heights and South St. Paul
- DNR protected water body
- Dedicated school forest for Special School District No. 6
- Popular recreational amenity



PROBLEM

- High water levels fluctuating 15 feet or more following rain events
- Water levels remain high for weeks to months



IMPACTS

- Sediment accumulation and deteriorated water quality from grade "B" to grade "D" in just a 10 year period
- Degraded and/or dead trees and shoreline vegetation resulting in excessive erosion
- Extended trail closures and loss recreational space, including fishing pier

WATER QUALITY IMPROVEMENTS TO DATE:

\$500,000

FUNDS REQUESTED:

\$781,000



Frequent trail closures after rain event

PROJECT PARTNERS



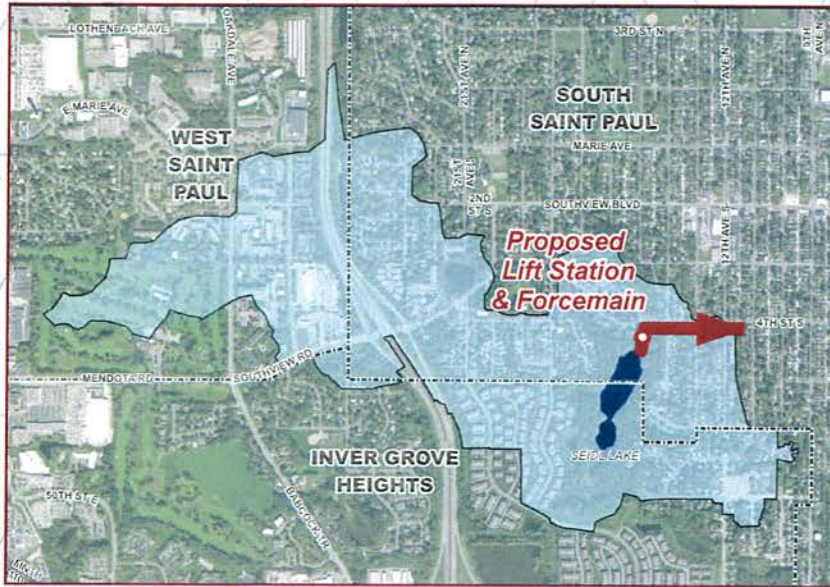
City of West Saint Paul

LMRWMO
LOWER MISSISSIPPI RIVER
WATERSHED MANAGEMENT ORGANIZATION



Seidl's Lake Pumping Station

Regional Partnership to improve water quality and flood protection



400-acre watershed includes the cities of West St. Paul, South St. Paul, and Inver Grove Heights



PROPOSED SOLUTION

- Stormwater pumping station routed to South St. Paul's storm sewer
- Operational partnership between cities and Lower Mississippi River WMO to plan, implement and maintain the system
- Builds on water quality improvements already implemented by the project partners

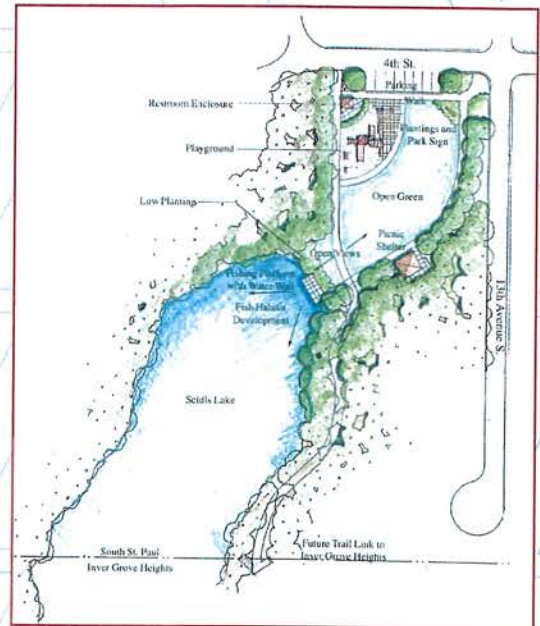


BENEFITS

- Improved water quality
- Improved vegetation and stabilized shoreline for long term protection of ecosystem
- Significant reduction in the duration of high water levels
- Regular use of the park will be restored
- Park Master Plan improvements can now be implemented, including restored fish habitat

ESTIMATED DAYS FOR WATER LEVEL TO RETURN TO NORMAL

CONDITION	EXISTING CONDITION	AFTER PROJECT
4-inch Rain Event	10 days	3 days
6-inch Rain Event	20 days	6 days
7-inch Snowmelt	60 days	15 days



Future Investment: Seidl's Lake Park Master Plan

WE NEED YOUR SUPPORT!

The City of South St. Paul along with project partners view Seidl's Lake as an important environmental asset for the region and we need your support in securing funding to restore it's full potential. With \$781,000 in state bonding money, the City of South St. Paul and project partners can move forward with its plan to restore and enhance this important natural resource and regional asset!

CONTACT

- Chris Hartzell, P.E.,
City Engineer
- City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MICHAEL WISE – CASE NO. 18-56V

Meeting Date: October 22, 2018
 Item Type: Regular
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Janice Gundlach, Director 

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Approve a Resolution for a Variance to allow a fence taller than 42 inches in the front yard on the property located at 5834 Blackberry Trail.

- Requires a 3/5th's vote
- 60-day deadline: November 16, 2018 (first 60-days)

SUMMARY

The applicant is requesting a variance to allow a fence taller than 42 inches high within the front yard setback. The ordinance requires all fences within a front yard area to be no taller than 42 inches and at least 75% open visibility. The applicant is proposing an open face, lattice fence, which complies with the visibility requirement. but is requesting it to be 6-foot high instead of the 42-inch maximum. The property is a corner lot; therefore, they must comply with two front yard setback requirements.

Staff believes the proposed fence would not have an adverse effect on the neighborhood. The property is unique in that the fence would be located within a wooded area and may not be visible from the road. The property also has a larger than average right-of-way between the edge of the road and property line, making the location of the fence over 40 feet from the edge of the road. Staff believes a practical difficulty can be found in the fact that they are on a corner lot with two setback requirements, the visibility from the road and driveways would not be impacted, and the fact that there is a larger than average right-of-way.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the condition listed in the attached resolution.

Planning Commission: At the October 16, 2018 public hearing, the Planning Commission recommended **approval** of the request with the one condition listed in the attached resolution (8-0).

Attachments: Approval resolution
 PC recommendation
 Planning staff report

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

RESOLUTION NO. 18-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE TALLER THAN 42
INCHES WITHIN THE FRONT YARD SETBACK**

CASE NO. 18-56V
Michael Wise

Property located at 5834 Blackberry Trail and legally described as follows:

Lot 2, Block 3, Foresthaven, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a fence taller than 42 inches to be located within the front yard setback;

WHEREAS, the afore described property is zoned R-1C, Single-family Residential;

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 October 16, 2018 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:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The height and location of the fence does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that the lot is a corner lot with two front yard setback requirements, the fence does not encroach past the front plane of the home, the fence does not affect visibility from the road or driveway, and the right-of-way from the edge of the road to the property line is 20 feet making the location of the fence over 40 feet from the edge of the road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a fence taller than 42 inches within the front setback is hereby approved subject to the following condition:

1. The fence style and location shall be in substantial conformance with the plans on file with the Planning Department.

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 22nd day of October, 2018.

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: October 16, 2018
SUBJECT: **MICHAEL WISE – CASE NO. 18-56V**

Reading of Notice

Commissioner Scales read the public hearing notice to consider the request for a variance to allow a fence taller than 42 inches within the front setback, for the property located at 5834 Blackberry Trail. 6 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the request is to allow the construction of a 6-foot-high fence, 23 feet from the front property line whereas 30 feet is required. City Code requires any fence within a front yard to be no higher than 42 inches. The property is a corner lot; therefore, they must comply with two front yard setbacks. The applicant is proposing an open face lattice fence, complying with the 75% clear visibility requirement. The property is unique in that the fence would be located within a wooded area and may not be visible. The property also has a larger than average right-of-way between the edge of the road and property line, making the location of the fence over 40 feet from the edge of the road. Staff believes a practical difficulty can be found in the fact that they are on a corner lot with two setback requirements, the visibility from the road would not be impacted, and the fact that there is a larger than average right-of-way. Staff recommends approval of the request with the condition listed in the report. Staff did not hear from any of the abutting property owners.

Opening of Public Hearing

Kenton Miller, 5824 Blackberry Trail, advised he was an abutting neighbor and supported the request.

Patti Simons, 134 – 13th Avenue S, South St. Paul, advised she represented the contractor and was available to answer any questions.

Commissioner Scales asked Ms. Simons if she read and understood the report.

Ms. Simons replied in the affirmative. She advised that the reason for the fence was to deter deer foot traffic.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Robertson asked if it was common for the contractor to present the request rather than the property owner.

Ms. Botten replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Lissarrague, to approve the request for a variance to allow a fence taller than 42 inches within the front setback, for the property located at 5834 Blackberry Trail, with the condition of approval and practical difficulty as listed in the report.

Motion carried (8/0). This item goes to the City Council on October 22, 2018.

Mr. Miller asked what the one condition was.

Commissioner Weber read the condition of approval from the report.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: October 16, 2018

CASE NO: 18-56V

APPLICANT & PROPERTY OWNER: Michael Wise

REQUEST: Variance to allow a fence taller than 42 inches within the front setback

LOCATION: 5834 Blackberry Trail

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The property owner is requesting a variance to allow the construction of a six-foot high fence, 23 feet from the front property line whereas 30 feet is required. City code requires any fence within a front yard to be no higher than 42 inches and provide at least 75% clear visibility. The property is a corner lot; both road frontages on a corner lot are considered "front yards". The portion of the fence within the front yard setback would be located in a wooded area. The applicant is proposing an open face lattice fence within the front yard setback, complying with the 75% clear visibility requirement. The reasons for the fence requirements appear to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be aesthetics, both in uniformity along front views and visual appeal.

SPECIFIC REQUEST

The following specific application is being requested:

- A Variance to allow a six-foot, open face lattice fence within the front yard setback whereas 42 inches is the maximum height allowed.

EVALUATION OF THE REQUEST

SURROUNDING USES:

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North, South, East, and West: Single-family homes; zoned R-1C, single-family; guided LDR, low density residential

VARIANCE REVIEW

City Code Title 11, 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.*

The area is developed with single-family homes. The intent of the rule appears to be mainly visibility for traffic and emergency vehicles along the street and driveways. The fence would be located 23 feet from the property line, not affecting any traffic visibility from the road or driveway. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as a residential lot which would contain typical improvements such as fences.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

City code allows fences 42-inch high, with 75% clear visibility within the front yard setback. Fences along the side and rear property lines can be solid, up to seven feet in height. The property is a corner lot and therefore must conform to the rules for two "front" yards. Staff believes installing a six-foot, open lattice fence in a small portion of the front yard to be a reasonable use of the property when it is located 23 feet from the property line and over 40 feet from the road.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is a corner lot and unique in the fact the proposed fence would be located within a wooded area, 23 feet from the front property line and may not even be seen from the road. The fence would not affect the visibility along the right-of-way or neighboring driveway as the right-of-way between the edge of the road and property line is larger than the average at 20 feet, making the location of the fence over 40 feet from the edge of the road.

4. *The variance will not alter the essential character of the locality.*

The proposed fence would not alter the essential character of the neighborhood. One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. Aesthetically, the open face lattice fence would be located in a wooded area, setback over 40 feet from the edge of the road. There would be no impact to site lines or traffic visibility concerns.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

Approval: If the Planning Commission finds the variance application to be acceptable, the following action should be taken:

A. Approval of the Variance to allow the construction of a six-foot high, open face lattice fence within the front yard setback subject to the following condition:

1. The fence style and location shall be in substantial conformance with the plans on file with the Planning Department.

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

RECOMMENDATION

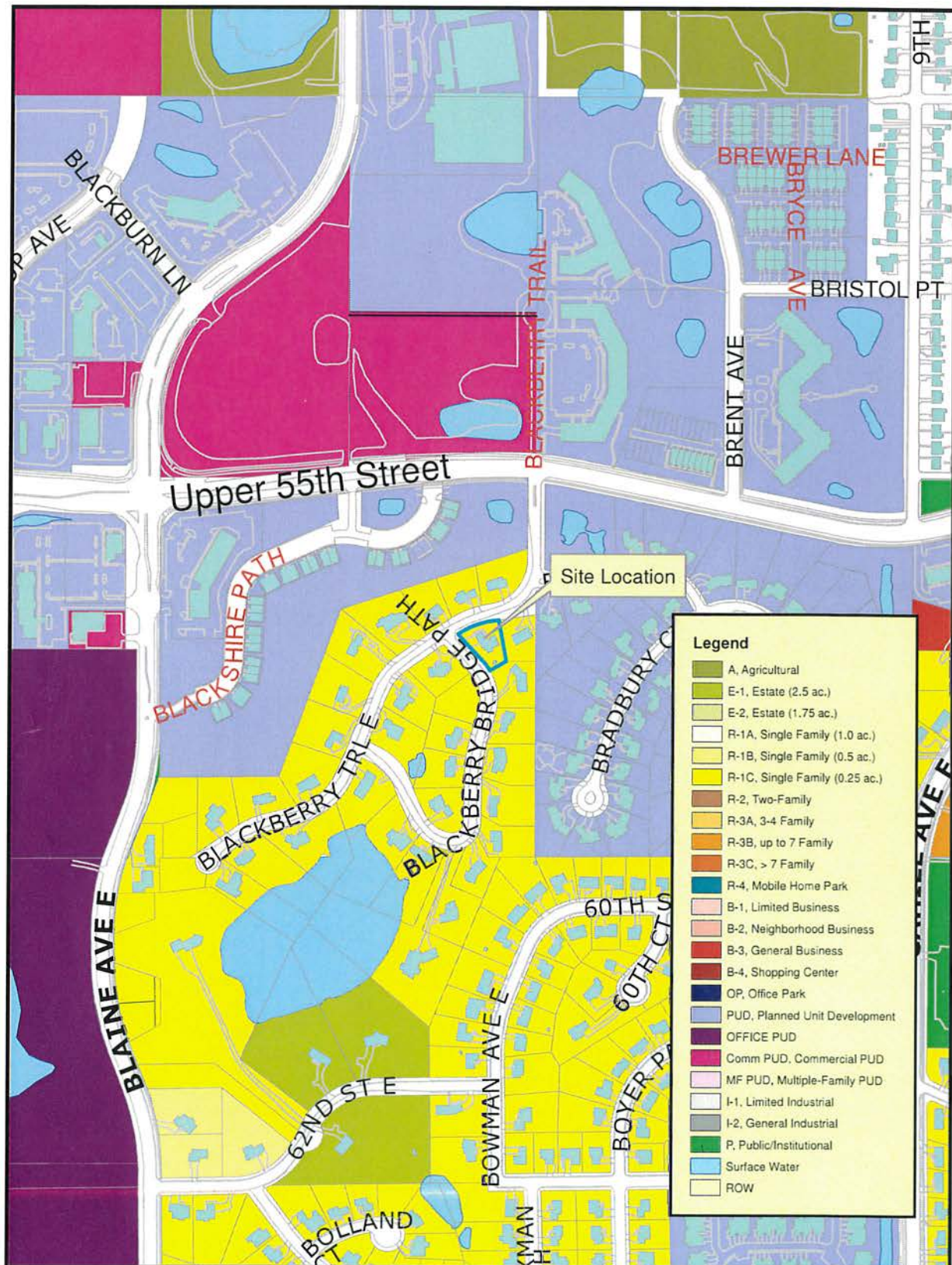
Staff believes the proposed fence would not be out of character of the neighborhood and is consistent with the comprehensive plan. The request to install a six-foot, open face lattice fence within the front setback is a reasonable use of the property and does not appear to have an adverse impact on the neighboring properties. A practical difficulty can be found in the fact the lot is a corner lot with two front yard setback requirements for fences and the visibility from the right-of-way would not be impacted.

Based on the information in the preceding report and the condition listed in Alternative A, staff is recommending approval of the fence height variance.

Attachments: Location map
 Applicant narrative
 Site plan
 Photos of the property



5834 Blackberry Trail Case No. 18-56V



Legend

- A, Agricultural
- E-1, Estate (2.5 ac.)
- E-2, Estate (1.75 ac.)
- R-1A, Single Family (1.0 ac.)
- R-1B, Single Family (0.5 ac.)
- R-1C, Single Family (0.25 ac.)
- R-2, Two-Family
- R-3A, 3-4 Family
- R-3B, up to 7 Family
- R-3C, > 7 Family
- R-4, Mobile Home Park
- B-1, Limited Business
- B-2, Neighborhood Business
- B-3, General Business
- B-4, Shopping Center
- OP, Office Park
- PUD, Planned Unit Development
- OFFICE PUD
- Comm PUD, Commercial PUD
- MF PUD, Multiple-Family PUD
- I-1, Limited Industrial
- I-2, General Industrial
- P, Public/Institutional
- Surface Water
- ROW

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2016



Exhibit A
Zoning and Location Map
Map not to scale

Variance Application Narrative

September 17, 2018

Homeowner: Michael and Cathy Wise

Address: 5834 Blackberry Trail

Inver Grove Heights, Minnesota, 55076

MICHAEL'S CELL: 612-710-2164 HOME: 651-552-1230

E-MAIL: wisem932@aol.com

CATHY WISE CELL: 651-341-1149

Legal Description: # 20-27400-03-020

As Homeowners, we are asking for a variance to construct a fence 23' from the staked southeast corner of the property line and extend north 22' from that point. The goal of our request is to deter deer foot traffic. The length of the fence will stop at an existing wall and tree, which will stop the flow of deer traffic. The fence is very open (as viewed in the image below) and will not be seen from the road as this side of our property is very wooded. If granted the variance, the character of our property will not change. We will gain the ability to landscape without having all plant material (hostas, ferns and shade ground covers) in a very shaded area be eaten by the deer, which now is impossible to grow.



Reynold O. Buckman &
Sharon A. Buckman
5870 Blackberry Bridge Path

fence would be 23'
from south east
property line in
wooded area

Property Corner is
20' from the street

Structure Gone

length of
fence would
be 22'

Area is need of
a variance

Gary M. Keindl &
Cheryl E. Keindl
5880 Blackberry Trail

Kenton R. Miller &
Roslyn A. Miller
5824 Blackberry
Trail

Area of Driveway: 1,335 sq. ft.

Homeowners: Michael and Cathy Wise

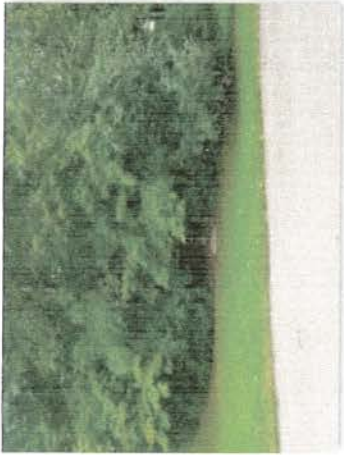
Property ID: 20-27400-03-020

5834 Blackberry Trail
Inver Grove Heights MN, 55076

SIMON-S LANDSCAPING 134 13th Ave. South South St. Paul, MN 55075 (651) 451-5677	Site	2017 Wise
	Drawn by	Cassie Norman & Patti Simons
	Date	9/17/18
	Scale	0
	Revision	



20180825_141548



20180825_141556



20180825_141607



20180825_141802



flag marking south west property marker behind tree stump



flags marking placement of fence section for variance view from 23' mark towards south west corner of property



flags marking placement of fence section for variance view from 23 feet to property marker at south east corner of property



*

Planning Commission
City of Inver Grove Heights
October 16, 2018

Dear Committee Members,

We are requesting a variance to install a wooden fence at 5834 Blackberry Trail (PID# 20-27400-03-020) taller than 42 inches within the corner front property.

The purpose of the fence is to deter the deer from our flower garden and to provide privacy for our neighbors and ourselves. A stone patio that was installed years ago is located at the back corner of our property adjacent to two neighbors; the proposed fence associated with it would give all of us privacy.

We have spoken to each neighbor and received their verbal approval:

- Mr. and Mrs. Buckman, 5870 Blackberry Bridge Path (adjacent)
- Mr. and Mrs. Miller, 5824 Blackberry Trail (adjacent)
- Mr. and Mrs. Keindl, 5880 Blackberry Trail (across the street)

Please note that the fence will not affect visibility - neither from the street for passing vehicles, nor to the street for our neighbors' views - as we are requesting only a 7' variance from the applicable regulations.

Thank you for your consideration.

Michael and Cathy Wise

Michael and Cathy Wise
5834 Blackberry Trail
Inver Grove Heights, MN 55076

**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. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
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
◊ALSO ADMITTED IN ARIZONA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: October 16, 2018
**RE: Release of Lot 1, Block 1, Best Buy Addition (former Best Buy site) from a
Development Contract and Assessment Agreement and request for new
Stormwater Facilities Maintenance Agreement for Lot 1, Block 1, Best Buy
Addition; October 22, 2018 Council Meeting**

Section 1. Background. The owner of Lot 1, Block 1, Best Buy Addition (former Best Buy site) has requested that the City release certain recorded documents relating to the plat of Best Buy Addition that are encumbering the property.

The two recorded documents that the City has agreed to release are:

- Development Contract for the plat of Best Buy Addition recorded on July 15, 1994 as Dakota County Document No. 1229200 (Abstract) and No. 307089 (Torrens)
- Certificate Pursuant to Minnesota Statutes Section 429.061 Memorializing Deferment of Special Assessments (Assessment Agreement) by the City of Inver Grove Heights relating to land in the plat of Best Buy Addition recorded on August 16, 1983 as Document No. 130686 (Torrens)

The Development Contract set forth certain requirements and obligations that the developer needed to perform in connection with construction of improvements relating to the plat of Best Buy Addition. The City has confirmed that the requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1, Best Buy Addition may be released from the Development Contract.

Because the Development Contract (that is now being released by the City) set forth the obligation for landowner to maintain the stormwater facilities on Lot 1, Block 1, Best Buy Addition, the City is requesting that landowner enter into a new Storm Water Facilities Maintenance Agreement with the City that obligates the landowner to maintain the stormwater facilities on the property.

The new Storm Water Facilities Maintenance Agreement is attached to this memo.

The Assessment Agreement set forth terms and conditions relating to the construction of the Northwest Interceptor (A-5) sanitary sewer and the assessment payment owed by Lot 1, Block 1, Best Buy Addition in the amount of \$1,687.50. Under the Assessment Agreement, the assessment amount was due and payable at the time of sale of the property or until the ponding on the south side of the property was used, whichever occurred first. The City has confirmed that the deferred assessment in the amount of \$1,687.50 was paid to the City.

Section 2. Council Action. At the October 22, 2018 Council meeting, the Council will be asked to consider the attached:

1. Release of Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota From A Development Contract Relating To Plat Of Best Buy Addition Recorded As Dakota County Document No. 307089 (Torrens) And Document No. 1229200 (Abstract) And Release Of Lot 1, Block 1 Best Buy Addition From A Certificate Memorializing Deferment Of Special Assessments Recorded As Dakota County Document No. 130686 (Torrens); and
2. Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, Best Buy Addition.

Attachments

**RELEASE OF LOT 1, BLOCK 1 BEST BUY ADDITION, DAKOTA COUNTY,
MINNESOTA FROM A DEVELOPMENT CONTRACT RELATING TO PLAT OF
BEST BUY ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 307089
(TORRENS) AND DOCUMENT NO. 1229200 (ABSTRACT) AND RELEASE OF LOT 1,
BLOCK 1 BEST BUY ADDITION FROM A CERTIFICATE MEMORIALIZING
DEFERMENT OF SPECIAL ASSESSMENTS RECORDED AS
DAKOTA COUNTY DOCUMENT NO. 130686 (TORRENS)**

This RELEASE OF LOT 1, BLOCK 1 BEST BUY ADDITION, DAKOTA COUNTY, MINNESOTA FROM A DEVELOPMENT CONTRACT RELATING TO PLAT OF BEST BUY ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 307089 (TORRENS) AND DOCUMENT NO. 1229200 (ABSTRACT) AND RELEASE OF LOT 1, BLOCK 1 BEST BUY ADDITION FROM A CERTIFICATE MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS RECORDED AS DAKOTA COUNTY DOCUMENT NO. 130686 (TORRENS) (hereafter "Release") is executed and delivered as of the 22nd day of October, 2018, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a Development Contract for the plat of Best Buy Addition was recorded on July 15, 1994 with the Dakota County Recorder as Document No. 1229200 (Abstract) and with the Dakota County Registrar of Titles as Document No. 307089 (Torrens) (hereafter the "Development Contract").

WHEREAS, the Development Contract set forth certain requirements and obligations that the developer needed to perform in connection with construction of improvements relating to the plat of Best Buy Addition.

WHEREAS, the owner of Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota has requested that the City release the Development Contract since the requirements and obligations set forth in the Development Contract have been fulfilled and because the Agreement is an encumbrance on the property.

WHEREAS, the City has confirmed that the requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1 Best Buy Addition may be released from the Development Contract.

WHEREAS, a Certificate Pursuant to Minnesota Statute Section 429.061 Memorializing Deferment of Special Assessments by the City of Inver Grove Heights relating to land in the plat of Best Buy Addition was recorded with the Dakota County Registrar of Titles on August 16, 1983 as Document No. 130686 (Torrens) (hereafter the "Assessment Agreement").

WHEREAS, the Assessment Agreement set forth terms and conditions relating to the construction of the Northwest Interceptor (A-5) sanitary sewer and the assessment payment owed by Lot 1, Block 1, Best Buy Addition in the amount of \$1,687.50. Under the Assessment Agreement, the assessment amount was due and payable at the time of sale of the property or until the ponding on the south side of the property was used, whichever occurred first.

WHEREAS, the owner of Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota has requested that the City release the Assessment Agreement since the deferred assessment in the amount of \$1,687.50 was paid to the City and because the Assessment Agreement is an encumbrance on the property.

WHEREAS, the City has confirmed that the assessment has been fully paid. Accordingly, Lot 1, Block 1 Best Buy Addition may be released from the Assessment Agreement.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota is released from the Development Contract.
2. The City hereby releases Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota from the Development Contract.
3. The terms and conditions set forth in the Assessment Agreement are no longer applicable and Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota is released from the Assessment Agreement.
4. The City hereby releases Lot 1, Block 1 Best Buy Addition, Dakota County, Minnesota from the Assessment Agreement.
5. The fee owner of Lot 1, Block 1, Best Buy Addition, Dakota County, Minnesota may record this Release with the Dakota County Recorder.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Attest: _____
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of October, 2018, 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

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

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES LOCATED ON
LOT 1, BLOCK 1, BEST BUY ADDITION
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 22nd day of October, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and SMCD Properties of IGH, LLC, a Minnesota limited liability company (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 SMCD Properties of IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Responsible Owner. "Responsible Owner" means, jointly and severally, all of the following:

The fee title owner of Lot 1, Block 1, Best Buy Addition, and the successors and assigns of such fee title owner.

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

Any existing or future stormwater retention pond, stormwater piping, overflow structures, aprons, rip rap, emergency overflow swales, roof drainage swales, culverts, catch basins, drainage paths and related stormwater appurtenances lying within the Subject Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grading/Utility Plan prepared by Hansen, Thorp, Pellinen, Olson, Inc. dated June 21, 1994. The Storm Water Facility Plan is on file with the City. The Storm Water Facility Plan is attached as **Exhibit D**.

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

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 Lot 1, Block 1, Best Buy Addition, Dakota County, Minnesota.

Recital No. 2. Landowner has requested that the City approve a Conditional Use Permit in connection with the use of automobile and off highway vehicle sales on the Subject Property.

Recital No. 3. Landowner has requested the City release the previously recorded Development Contract for the Subject Property, which agreement set forth the Landowner’s responsibility for maintenance of the Storm Water Facilities.

Recital No. 4. The Storm Water Facilities are located on Lot 1, Block 1, Best Buy Addition.

Recital No. 5. The City is willing to approve the Conditional Use Permit in connection with the Subject Property and release the previously recorded Development Contract for the Subject Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 6. 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 Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 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 3.2 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 Subject Property 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 Subject Property.

3.2 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.2.

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 City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved 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.

On December 31 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**.

3.3 Notice of Non-Compliance with Section 3.2 and 3.3; 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 3.4 and 3.5 with respect to the billing, collection and/or tax certification of such costs.

3.4 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.

3.5 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.4 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 3.2.

3.6 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 Responsible Owner hereby grants to the City a temporary right and license to enter Lot 1, Block 1, Best Buy Addition and the public easements for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance in the event Responsible Owner fails to maintain the Storm Water Facilities.

3.7 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.) re-construction of the Storm Water Facilities, if needed in the future.

3.8 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 **CITY'S COVENANTS**

4.1 Approval of Conditional Use Permit and Release of Development Contract.

The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the Conditional Use Permit for the Subject Property and the City will release the previously recorded Development Contract for the plat of Best Buy Addition.

ARTICLE 5 **MISCELLANEOUS**

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

5.2 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.

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

5.4 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.

5.5 Consent. Responsible Owner consents to the recording of this Agreement.

5.6 Notice. Notice shall mean 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:

SMCD Properties of IGH, LLC
2873 Highway 61
Maplewood, MN 55109

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

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of October, 2018, 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:
SMCD PROPERTIES OF IGH, LLC

By: _____
Stephen J. McDaniels
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of October, 2018, before me a Notary Public within and for said County, personally appeared Stephen J. McDaniels, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of SMCD Properties of IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of SMCD Properties of IGH, LLC by authority of the owner of said limited liability company.

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 SUBJECT PROPERTY

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

Lot 1, Block 1, Best Buy Addition, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

Abstract and Torrens Property
Certificate of Title No.: 173096

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 December 31. 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 retention pond and swales	Annually in spring and fall as needed.	Remove sediment and restore retention pond and swales 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 Retention pond.	Retention pond 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

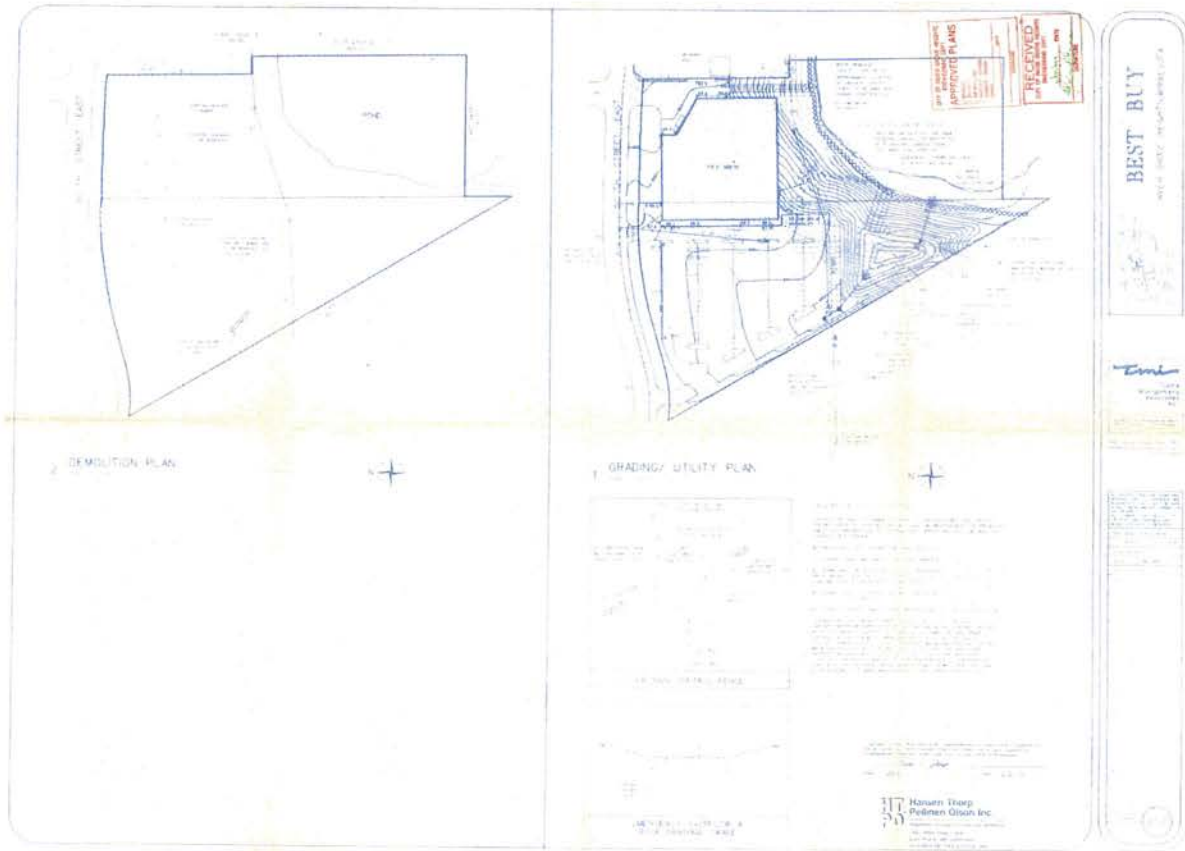
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	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



CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****ACCEPT 2019 MEDICAL AND DENTAL INSURANCE RATES AND APPROVE CITY CONTRIBUTION AMOUNTS**

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Janet Shefchik, H.R. Manager
 Prepared by: Janet Shefchik, H.R. Manager
 Reviewed by: Joe Lynch, City Administrator

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

Accept the negotiated 2019 rates for the City's medical and dental insurance and approve the City's contributions toward premiums, HRA/HSA accounts, and Flexible Compensation.

SUMMARY

The City has had HealthPartners as its medical and dental insurer for a number of years. The City also utilizes NFP as its insurance broker, to negotiate its plans and premiums. Human Resources meets at least twice annually with NFP to review a summary of claims and to analyze and discuss trends. The City has approximately 150 employees on its medical plans, and over 50 additional dependents/family members.

In order to determine medical premiums for the upcoming year(s), HealthPartners does a look-back of a rolling 12-month calendar (generally from June through May) to calculate its experience rating of claims versus premiums collected. There are some features built into the plan, such as cost sharing for large claims (the City's "pooling point" for these claims is \$60,000 or more), however, the period of June 2017 to May of 2018 showed nearly a 30% increase in claims over the prior 12-month period. Additionally, claims exceeded the premiums collected during this period by approximately 105%.

Claims history has a direct effect on the setting of future premiums. Based on its experience rating, the City should have seen at least a double-digit increase in medical premiums for 2019. Thankfully the City's and NFP's relationship with HealthPartners is good. Although not required to, HealthPartners backed out any previous federally mandated tax (e.g. Health Insurance Tax) that has been deferred to a later year, to reduce the projected premium increase. Subsequently, HealthPartners was able to offer medical premiums for 2019 which resulted in an average increase of 6.38% over the previous year. Additionally, HealthPartners is offering no change in the premiums for dental insurance (note: The City does not contribute toward employee dental insurance premiums). As the City is required to go out for bid on these plans every 5 years, the proposed medical and dental premiums offered by HealthPartners are only being provided for 2019. Then in 2020, NFP will distribute a Request for Proposals on both the medical and dental plans. The other insurance plans such as basic and supplemental life, long-term disability and vision plans, will maintain their current rates and coverage levels until bid in future years, as required.

On September 20, 2018, NFP and Human Resources met with the Insurance Committee of representatives from all of the City's unions to provide an overview of the plans, claims, and projected premiums. Once approved by the Council, the City's contribution amounts toward these plans will be negotiated and integrated into the upcoming years' union contracts.

The City requires its full-time benefited employees to take a minimum of single health coverage (we have expanded this to include participation as a dependent under another City employee's plan). This assists with group-size and premium base and ensures that its employees have adequate coverage. As single coverage is a minimum requirement, the City pays for the full-cost of the single premium for one of two high-deductible plans. The 6.38% increase to Single + One and Family level medical coverage for the high-deductible plans will then be shared equally by the City and its participating employees.

In terms of the benefit plans themselves, there are no changes to the medical and dental plan coverage designs (such as deductibles, co-pays, and percentage of co-insurance) for 2019. There are some other related changes, such as the maximum annual amount set by the IRS that an employee can contribute to the HSA, that will be incorporated into Open Enrollment materials. Open Enrollment will be held from November 8 to December 5, and there will be an Employee Wellness and Benefits Fair on the morning of November 8 at City Hall.

The proposed 2019 City contribution rates for medical premiums will not exceed \$756.78/mo. for Single coverage, \$805.48/mo. for Single + One, and \$811.72/mo. for Family. Staff feels that these are reasonable increases, given the initially projected increases. Additionally, these amounts are less than were originally estimated for the 2019 budget. Therefore, staff recommends and requests that Council accept the premiums and approve the City contribution rates, as detailed in the attachment.

CITY OF INVER GROVE HEIGHTS 2019 MEDICAL PLAN DESIGNS

Summary of Coverage	\$250-\$25		HRA VEBA		HSA	
City's Annual HRA/HSA Contribution:	N/A	N/A	\$1,332 Single/S+1/Family		\$1,332 Single/S+1/Family	
In-Network Benefits						
Annual Deductible:	\$250/person	\$750/family	\$2,000/person	\$4,000/family	\$2,700/person	\$5,400/family
Out-of-Pocket Max:	\$1,500/person	\$3,000/family	\$2,000/person	\$4,000/family	\$2,700/person	\$5,400/family
Routine Care:	You pay nothing		You pay nothing		You pay nothing	
Office Visits:	\$25 copay		You pay nothing after deductible		You pay nothing after deductible	
Hospitalization: (Inpatient/Outpatient)	You pay 20% after deductible		You pay nothing after deductible		You pay nothing after deductible	
Prescription Drugs: (Copays listed are for those in the Formulary, purchased via retail. For mail orders refer to Summary of Benefit Coverage booklet.)	\$12 Generic		\$15 Generic		100% after ded	
	\$24 Brand		\$25 Brand			
Urgent Care:	\$25 copay		You pay nothing after deductible		You pay nothing after deductible	
Emergency Care:	\$75 copay		You pay nothing after deductible		You pay nothing after deductible	
Lifetime Maximum:	Unlimited					
Out-of-Network Benefits						
Annual Deductible:	\$500/person	\$1,500/family	\$4,000/person	\$8,000/family	\$4,800/person	\$9,600/family
Out of Pocket Max:	\$3,500/person	\$6,000/family	\$7,000/person	\$11,000/family	\$9,600/person	\$19,200/family
Office Visits, Hospital:	You pay 35% after deductible		You pay 45% after deductible		You pay 25% after deductible	
Routine Care:	No Coverage		You pay 45% after deductible		You pay 25% after deductible	
Lifetime Maximum:	\$1,000,000					
Total Monthly Premiums	2019		2019		2019	
Single	\$831.44		\$756.78		\$659.97	
Single + 1	\$1,870.50		\$1,702.54		\$1,484.73	
Family	\$2,170.13		\$1,975.26		\$1,722.56	
City Contribution	2019		2019	F.C.*	2019	F.C.*
Single	\$679.12		\$756.78	\$386.10	\$659.97	\$386.10
Single + 1	\$805.48		\$805.48	\$330.20	\$805.48	\$330.20
Family	\$811.72		\$811.72	\$330.20	\$811.72	\$330.20
Employee Cost	2019		2019		2019	
Single	\$152.32		\$0.00	*	\$0.00	*
Single + 1	\$1,065.02		\$897.06	*	\$679.25	*
Family	\$1,358.41		\$1,163.54	*	\$910.84	*

*Flex Comp/Cash Option: These additional contributions will be used to offset the Employee's portion of pretax benefit premiums; any remaining money will be paid to the employee as taxable compensation. \$580/mo. may be contributed to a benefited City employee covered as a dependent under another benefited City employee, in lieu of single coverage (waiver required).

HRA & HSA: Can be used to offset out-of-pocket expenses such as deductibles & co-pays. If you also have a medical Flexible Spending Account (FSA), you may want to use that money first due to the IRS "use it or lose it" rule, which means that FSA money will be forfeited if not used within the (extended) plan year. If you are in the HSA plan, you may only have a limited FSA (i.e. for vision & dental only).

^The annual HRA and HSA amounts will be contributed into employee's accounts on a quarterly pro-rated basis: \$333/Qtr.

[This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits.]

CITY OF INVER GROVE HEIGHTS

2019 SCHEDULE OF DENTAL BENEFITS

	<u>HealthPartners Dental</u> Open Access Platform	
	HealthPartners Network	Out-of-Network
Calendar Year Deductible	None	\$50 per person \$150 per family
Calendar Year Maximum	\$1,500	\$750
Diagnostic & Preventive	100%	80%
Fillings	100%	80%
Basic Services	80%	50%
Basic Oral Surgery	80%	50%
Basic Endodontics	80%	50%
Non-Surgical Periodontics	80%	50%
Complex Oral Surgery	80%	50%
Crowns and crown repairs	70%	50%
Prosthetics	50%	50%
Orthodontics (for children)	50% to \$1,500* (*lifetime maximum)	50% to \$750
Employee Cost	Monthly Premiums	
Single	\$45.47	
Family	\$145.33	

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION AUTHORIZING THE FIRE CHIEF TO APPROVE CHANGE ORDER REQUESTS IN AN AMOUNT NOT TO EXCEED \$15,000 WITHOUT CITY COUNCIL APPROVAL FOR CITY PROJECT 2014-10 FIRE STATION #2 NEW CONSTRUCTION

Meeting Date: October 22, 2018
 Item Type: Consent
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider authorizing the Fire Chief to approve change order requests for the City Project 2014-10 Fire Station #2 New Construction in an amount up to \$15,000.

SUMMARY

In order to facilitate the construction of the new Fire Station #2, Staff is recommending that the City Council consider adopting the attached resolution authorizing the Fire Chief to approve change order requests in an amount up to \$15,000. Any delay by the City will give the Contractor the ability to request additional time as it relates to the liquidated damages clause of the contract. If we are to wait for a City Council meeting for Council's consideration and approval of each change order, it will cause significant delay to the project.

The Architect and the Owner's Representative have indicated that they have seen this level of authority in other similar sized public projects and have even seen levels higher on occasion. This was the same amount approved for change orders on the Public Safety Addition and remodel of City Hall. Any change order request will be scrutinized by the Architect and the Owner's Representative prior to the request coming to the Staff. We will compile all change order requests that fall below that \$15,000 level and bring them to City Council for information purposes.

Staff recommends approval of this resolution.

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

RESOLUTION AUTHORIZING THE FIRE CHIEF TO APPROVE CHANGE ORDER REQUESTS IN AN AMOUNT NOT TO EXCEED \$15,000 WITHOUT CITY COUNCIL APPROVAL FOR CITY PROJECT 2014-10 FIRE STATION #2 NEW CONSTRUCTION.

RESOLUTION NO. _____

WHEREAS, the Contract for City Project 2014-10 Fire Station #2 New Construction has been awarded to Jorgenson Construction.

WHEREAS, throughout the course of the project, is it likely that change order requests will be necessary.

WHEREAS, to ensure the progress of the construction and renovation is not delayed, the City Council finds it reasonable to authorize the Fire Chief to approve change order requests in an amount up to \$15,000. Change order requests above \$15,000 will come before the City Council for consideration.

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

The Fire Chief is authorized to approve change order requests for City Project 2014-10 Fire Station #2 New Construction in an amount up to \$15,000.

Adopted by the City Council of Inver Grove Heights this 22nd day of October 2018.

AYES:

NAYES:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 22, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Grovenstein, Randi, Fitness Trainer/Instructor/Worker
 Laska, Brennan, VMCC Operations Worker
 Syverson, Angela, Fitness Trainer/Instructor/Worker
 West, Sara, Child Care Worker

**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. HOEFT
BRIDGET MCCAULEY NASON
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGAM

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: October 16, 2018
RE: Officer Steve Her

Section 1. Background. At the October 22, 2018 Council meeting, the following item will be on the agenda:

Hearing for Officer Steve Her to consider allegations; and RESOLUTION ACCEPTING AND ADOPTING THE POLICE CHIEF'S REPORT AND THE WRITTEN RECOMMENDATIONS OF THE POLICE CHIEF AND THE CITY ADMINISTRATOR RELATING TO POLICE OFFICER STEVE HER AND IMPOSING DISCIPLINE ON POLICE OFFICER STEVE HER

At the October 22, 2018 Council meeting, the City Attorney will hand out to the Council the Police Chief's report and the written recommendations of the Police Chief and the City Administrator. These are the same documents that the Council preliminarily reviewed at the October 8, 2018 Council closed-door session.

A separate City Attorney memo is being delivered to the Council in advance of the October 22, 2018 meeting to outline the procedural steps of the hearing process.

Section 2. Council Action. The Council is being asked to conduct the hearing and consider the attached resolution.

Attachment

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AND ADOPTING THE POLICE CHIEF'S REPORT AND
THE WRITTEN RECOMMENDATIONS OF THE POLICE CHIEF AND THE CITY
ADMINISTRATOR RELATING TO POLICE OFFICER STEVE HER AND
IMPOSING DISCIPLINE ON POLICE OFFICER STEVE HER**

WHEREAS, allegations were made against employee/Officer Steve Her.

WHEREAS, the Police Chief has prepared a report and recommendation dated October 1, 2018.

WHEREAS, the City Administrator has made a recommendation dated October 4, 2018.

WHEREAS, the City Council has received the report and recommendations.

WHEREAS, the City Council met in a closed-door session on October 8, 2018 for preliminary consideration of the allegations.

WHEREAS, on October 22, 2018 the City Council, in open session, held a hearing for employee/Officer Steve Her to consider the allegations and the Council made available the opportunity to Officer Her (and his representative) to make statements to the Council and to present evidence to the Council.

WHEREAS, the Council concurs with the report and recommendations of the Police Chief and the City Administrator.

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

1. The report and recommendations of the Police Chief and City Administrator relating to Officer Steve Her are hereby accepted and adopted and the Council does hereby approve and impose the discipline upon Officer Steve Her as recommended by the Police Chief and City Administrator.
2. The imposed discipline is hereby made effective subject to any grievance process under the Labor Agreement between the City of Inver Grove Heights and Law Enforcement Labor Services, Inc., Local 84 Patrol Officers dated January 1, 2017 through December 31, 2018.

Passed this 22nd day of October, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****Police Body-Worn Camera Program – Policy overview, public comment, consideration of resolution of support.**

Meeting Date: October 22, 2018
 Item Type: Administration
 Contact: Paul Schnell, Chief of Police
 Prepared by: Paul Schnell, Chief of Police
 Reviewed by: Paul Schnell, Chief of Police

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution of support for the police department's proposed Body Worn Camera Policy.

In accordance with Minnesota Statute 626.8473, the City Council, as the elected body with budget oversight for the Inver Grove Heights Police Department needs to allow public comment at one of its regular meetings.

On August 10, 2018, the police department posted the draft body-worn camera on the City's website (<http://www.ci.inver-grove-heights.mn.us/DocumentCenter/View/6391/Body-Worn-Cameras-Draft>) and on the IGHpdMN Facebook page.

SUMMARY

In 2016, the Minnesota legislature passed a law requiring that law enforcement agencies developing a body-worn camera (BWC) program, establish written policies governing the use of the cameras; access to the data; direct when cameras must be used, among other provisions. The legislation also directed that when a law enforcement agency plans to start a BWC program, a public comment session must be held during a regular meeting of the elected body with budget oversight responsibility for the police department.

The legislature required that the department's BWC program policy must minimally address the following:

- Data classifications, access procedures, and retention policies.
- Procedures for testing the recording equipment, documenting malfunction reports, and addressing malfunctions.
- Circumstances under which recording is mandatory, prohibited, or is left to officer discretion.
- Circumstances under which officers must tell people they are being recorded.
- Guidelines for when a recording may be ended.
- Procedures for the secure storage of data and the creation of backup copies.
- Procedure to ensure compliance with the policy and to address violations

The proposed Inver Grove Heights Police Department's BWC policy addresses all the mandatory provisions and is built from a policy framework developed by the League of Minnesota Cities. The policy also includes a range of "best practice" recommendations from a variety of national sources.

Prior to the public comment session, department staff will provide an overview of the essential components of the policy. The department plans to implement the BWC program in late 2018.

Since posting the draft policy on the City website on August 10, 2018, the police department received one email comment from Sue Berres, reading, "I support the cameras. Gives transparency to the police force as long as they are actually turned on. Worth my tax payer dollars."

Comments posted to the police department Facebook page include:

Luke Anthony I trust our cops. Whatever the city wants I'm fine with but, the data costs are something to consider. Save the money and hire a few more cops and a second k-9. Thanks for keeping us safe IGHPD.

Greg W Littler The police department should have body-worn cameras and they should be on at all times and there should be no way to erase what it has recorded it's for protection of the police officer and for protection of the citizens and it helps the police catch the criminals if they're jumped cuz it's recording who's doing it so it's a great idea.

Greg W Littler They never Grove Heights Police Department should wear body-worn cameras not only for their protection but also to videotape any arrest they make or any car accidents that they come to even on a high-speed chase but the cameras should be on at all times no way to shut them off

Sandy Ritter I saw a video where the cop said he couldn't turn it off and it clearly showed he did turn it off, they can't have access to on off at all. Not all cops are good. It will protect all sides.

Attachments: Proposed body-worn camera policy
Resolution of support
Body-Worn Camera Policy Key Provisions and Commonly Asked Questions

Inver Grove Heights Police Policy Manual

Subject:

Body-Worn Camera

DRAFT



Effective:	Policy Number:	Replaced Policy Number:	Page:
August 1, 2018	18-XX	N/A	1

Contents

- | | |
|--------------------------------------|---------------------------------------|
| I. Purpose | VII. Special Guidelines for Recording |
| II. Policy | VIII. Downloading and Labeling Data |
| III. Scope | IX. Access to Body Worn Camera Data |
| IV. Definitions | X. Department Use of Data |
| V. Use and Documentation | XI. Data Retention |
| VI. General Guidelines for Recording | XII. Data Classification |

I. PURPOSE:

The use of body-worn cameras (BWCs) by Inver Grove Heights Police Department is intended to enhance the mission of the Department by documenting contacts between members of the Department and the public. BWC serves as an aide in balancing the demands for accountability, transparency, and privacy. Digital evidence captured by body-worn cameras (portable video recording systems) is not all-inclusive. The system captures a less-broad and less-detailed image than the totality of the human senses. This policy reflects a balance between the desire to establish exacting and detailed requirements and the reality that officers must attend to their primary duties that include the safety of all concerned, often in circumstances that are tense, uncertain, and rapidly evolving.

II. POLICY:

It is the policy of this department to authorize and/or require the use of department-issued BWCs as set forth below and as required by MN Statute 626.8473, subd.3.

III. SCOPE:

This policy governs the use of BWCs in the course of official duties. It does not apply to the use of surreptitious recording devices in undercover operations or the use of squad-based (dashcam) video recorders. The Chief of Police or their designee may modify this policy by providing specific instructions for the use of BWCs to individual officers or providing specific instructions for the use of BWCs pertaining to certain events or classes of events, including but not limited to political rallies and demonstrations. The Chief of Police or their designee may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out special assignments or guarding prisoners or patients in hospitals and mental health facilities. Officers deemed to be Brady-Giglio impaired must wear and utilize their BWC in all public contacts while serving in their official capacity.

Effective: August 1, 2018	Subject: Body-Worn Camera DRAFT	Page: 2
----------------------------------	--	----------------



IV. **DEFINITIONS:**

The following phrases have special meanings as used in this policy:

- A. MGDPA or Data Practices Act refers to the Minnesota Government Data Practices Act, MN Statute 13.01, et seq.
- B. Records Retention Schedule refers to the General Records Retention Schedule for the City of Inver Grove Heights.
- C. Body Worn Camera(s) refers to a portable recording system as defined in MN Statute 13.825, subd.1(b)(1) as a device worn by a peace officer that is capable of video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation.
- D. Law enforcement-related information means information captured, or available for capture, by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- E. Evidentiary value means that the information may be useful as proof in a criminal prosecution related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement department or officer. Note: "[R]elated civil or administrative proceeding" refers, for example, to implied consent or forfeiture actions arising from an arrest or prosecution. Nothing in this policy obligates the department to collect or maintain BWC data solely for use in third-party tort litigation.
- F. Incidental citizen ~~contact~~ means an informal encounter with a citizen that is not, and does not, become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, or receiving generalized concerns from a citizen about crime trends in the reporting person's neighborhood.
- G. Critical incident refers to an encounter between a police officer and another person that results in great bodily harm or death to another person. A critical incident could include an officer use of force or deadly force encounter between a police officer and a member(s) of the public. A critical incident may also include an in-custody death of a person in the care, custody, or control of an officer.
- H. Adversarial means a law enforcement encounter that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward another, or at least one person directs toward another verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on their own are deemed adversarial.
- I. Unintentionally recorded footage is a video recording that results from an officer's inadvertence or unintentional neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary or administrative value. Examples of unintentionally recorded footage includes, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while

Effective:	Subject:	Page:
August 1, 2018	Body-Worn Camera DRAFT	3



officers were engaged in conversations of a non-business or personal nature with the expectation that the conversation was not being recorded.

- J. Official duties/capacity, for purposes of this policy, means that the officer is on duty and/or performing authorized law enforcement services on behalf of this department or while providing departmentally approved on-duty or off-duty security/safety services.
- K. Brady-Giglio Impaired, means that a police officer has engaged in certain qualifying conduct that may necessitate disclosure as part of the prosecution or defense of a criminal defendant. A police officer deemed to have a Brady impairment shall have additional BWC use expectations as identified within this policy.

V. USE AND DOCUMENTATION:

- A. Officers may use only department-issued BWCs in the performance of official duties for this department or when otherwise performing authorized law enforcement services as an employee of this department. Note: This provision prohibits officers from using personally-owned BWCs, or those provided by private entities that may be contracting for department-authorized police services. The use of non-department equipment is inconsistent with the department's obligation to administer resulting video footage as government data.
- B. Officers who have been issued BWCs shall operate and use them consistent with this policy.
- C. Officers shall check their issued BWCs at the beginning of each shift to make sure the devices are functioning properly and shall promptly report any malfunctions to the officer's supervisor.
- D. Officers shall wear their issued BWCs at the location on their body and in the manner specified in training or which maximizes viewable video images.
- E. Officers must document BWC use and nonuse as follows:
 - 1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report or Computer-Aided Dispatch (CAD) record of the event.
 - 2. Whenever an officer fails to record an activity that is required to be recorded under this policy or captures only a part of the activity, the officer must notify their immediate supervisor and fully document the circumstances and reasons for not recording in an incident report. Supervisors shall review these occurrences, initiate any corrective action, if necessary, and notify their command-level supervisor.

VI. GENERAL GUIDELINES FOR RECORDING:

- A. Uniform officers shall activate their BWCs when responding to all calls for service, prior to interacting with those involved in the respective incident, and during all law enforcement-related encounters and activities, including, but not limited to, pursuits,

Effective:	Subject:	Page:
August 1, 2018	Body-Worn Camera DRAFT	4



- investigative stops of motorists and pedestrians, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that become adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be thoroughly documented as specified in Section V. E (2) (above).
- B. Except as otherwise directed, officers have discretion to record or not record incidental citizen contacts (see Brady-Giglio Section IV. K).
 - C. Officers have no affirmative duty to inform people that a BWC is being operated or that they are being recorded. Officers may elect to notify people they encounter that a BWC is being operated if it is felt that doing so may aid the law enforcement process; reduce fear on the part of a person subjected to a law enforcement contact; improved the behavior of an involved person; or if it serves to de-escalate an encounter. If asked, officers are required to provide a factual response about recording.
 - D. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes readily apparent that additional recording is unlikely to capture information having evidentiary value. In an incident where a sergeant or investigator has charge of a scene, he/she shall direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. For purposes of creating a complete record of use, officers are strongly encouraged to state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy or as directed by a supervisory officer to capture information having evidentiary value.
 - E. All uniform officers participating in the service of a search warrant shall wear and record the execution of the court approved warrant. Based on the circumstances, the case investigator or on scene sergeant may direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. Officers assisting the Dakota County Drug Task Force (DCDTF) or an outside law enforcement agency in the execution of a search warrant may be exempted from recording upon the request of the commanding officer of the DCDTF or the outside law enforcement agency with the approval of the Chief of Police or their designee.
 - F. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.
 - G. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other police personnel or personnel from any other City department when not engaged in law enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations.
 - H. No member of the department shall intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the Chief of Police or their designee, in writing.

Effective:	Subject:	Page:
August 1, 2018	Body-Worn Camera DRAFT	5



- I. Officers assigned to a “plain clothes” investigative assignment, undercover assignment, or uniformed administrative role shall not be required to wear a BWC during their day- to-day work unless working in a uniformed call response capacity or are otherwise required by this policy or supervisory directive.
- J. An officer assigned to the role of school resource officer, shall not be required to activate their assigned BWC unless taking an enforcement action, interviewing or investigating a student(s) regarding an alleged offense, or engagement in a potentially adversarial encounter to the extent known. The school resource officer shall not record conversations with school staff regarding students, except when the school resource officer is taking a formal statement from a school staff member and the school staff member has been advised that they are being recorded.

VII. SPECIAL GUIDELINES FOR RECORDING:

Officers may, in the exercise of sound discretion, determine:

- A. To use their BWC to record an incidental police-citizen contact if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.
- B. To use their BWC to take recorded statements from persons believed to be victims and witnesses of crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.
- C. Department personnel (sworn police officers, sergeants, command-level staff, non-sworn community service officers, and reserve officers) shall use their BWCs and, if so equipped, squad-based audio/video systems to record the transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

VIII. DOWNLOADING AND LABELING DATA:

- A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from their assigned camera to the designated data storage location by the end of that officer’s shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor shall take custody of the involved officer’s BWC as soon as practicable. If the incident is being investigated by an outside authority, the supervisor shall turn the involved officer’s BWC over to the investigating authority. Only after the supervisor or investigator is directed to by the investigating authority will data be transferred from the BWC to the designated storage location.
- B. Officers shall label the BWC data files at the time of video capture or transfer to storage and should consult with a supervisor if in doubt as to the appropriate labeling. Officers should assign as many of the following labels as are applicable to each file:

Effective:	Subject:	Page:
August 1, 2018	Body-Worn Camera DRAFT	6



1. Arrest: To be used whenever a custodial arrest is made – primary or assisting officers.
 2. Traffic Citation (non-DWI): To be used for traffic citations not involving a custodial arrest.
 3. Use of Force – No arrest: To be used anytime a use of force is involved even if you are the assisting officer and not directly involved in the use of force (i.e. mental health crisis).
 4. Officer Injury: To be used whenever there is injury to an officer.
 5. Report call – no arrest: To be used for all calls for service resulting in the preparation of a police report.
 6. Assist/Advise/Warn: To be used in response to incidents (i.e. traffic stop) in which the contact ends with a disposition of assist, advise, or warn.
 7. Administrative: To be used when the officer believes a participant in the call may make a complaint regarding the involved officer(s).
 8. Demonstration Only: Strictly for use in training demonstration only.
 9. Training: To be used with supervisor approval when the BWC recording captured will be of value to department training efforts. See Department Section X. D.
 10. Unintentional recording: See Definitions, part G. Officers labeling a file as such shall document the events or subject matter that was accidentally recorded on a form or in a manner specified by the department. These recordings may be purged by a command level staff member with proper administrative rights. The request to have unintentional footage purged shall be maintained to ensure the integrity of the records system.
 11. Not evidence: The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of incidental citizen contacts are not evidence.
 12. Restricted: Command level access only. Reserved for possible use as part of, or, during an internal investigation.
 13. Retention reclassification - permanent: The recording was initially classified in a manner that would result in automatic destruction in accordance with the City's Retention Policy, however based on case type and extended statutes of limitation, the data should be permanently retained (i.e. homicide). Note: Reclassification of the retention period is a function limited to Command Staff and Records Unit personnel only.
- C. Labeling and flagging designations may be corrected or amended based on additional information by a ranking officer or their non-sworn (Records Unit) designee(s).

Effective: August 1, 2018	Subject: Body-Worn Camera DRAFT	Page: 7
----------------------------------	--	----------------



IX. ACCESS TO BODY WORN CAMERA DATA:

- A. Access to BWC data shall be limited to the employee who captured the BWC recording, supervisory personnel and command level personnel, along with others deemed by the Chief of Police or their designee to have a “need to know” or “need to access,” such as case investigators and Records Unit personnel.
- B. Access to BWC data shall be managed in accordance with established city policy.
- C. Officers may access and view stored BWC recordings only when there is a clear and legitimate business need for doing so, including:
 1. To prepare a police report stemming from a call for service or officer-initiated police activity, including incidents that result in bodily harm or substantial bodily harm to another person during a police-citizen encounter.
 2. To prepare for court testimony.
 3. To prepare to give a statement to an internal affairs investigator.
- D. In the event of a critical incident resulting in great bodily harm or death, including an in-custody death, officers are prohibited from reviewing BWC footage before providing a voluntary statement to the investigating authority. If after providing a voluntary statement to the investigating authority, individual officers may elect to review their own BWC footage and provide clarifying information to critical incident investigators.
- E. Under rare exceptions and with supervisor or command officer approval, officers may display limited portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by MN Statute 13.82, subd. 15. Officers should limit these displays to protect against the incidental disclosure of individuals whose identities are not public.
- F. Department personnel shall document their reasons for accessing stored BWC data in the manner provided within the database at the time of each access. Department personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including, but not limited to, uploading BWC data recorded or maintained by this department onto social media or websites.
- G. Officers shall refer members of the media or public seeking access to BWC data to the City’s “responsible authority” and/or Chief of Police, who will process the request in accordance with the MGDPA and other governing laws. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.
- H. Requests made by data subjects to receive BWC footage shall be provided upon request after proper determination of the identity as a data subject. It shall be the policy of this department to provide BWC data to any individual, group, or entity representing the BWC data subject upon receipt of a notarized request from the data subject for the BWC footage.

Effective:	Subject:	Page:
August 1, 2018	Body-Worn Camera DRAFT	8



- I. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

X. DEPARTMENT USE OF DATA:

- A. At least two times per month, supervisors will randomly review BWC recordings made by each officer they supervise to ensure the equipment is operating properly and being used in accordance with policy.
 1. As part of the officer's monthly review, supervisors shall document the date the review BWC recordings was reviewed along with any incident or case number information to identify any performance areas in which additional training or guidance may be required.
 - a) Officers may request a summary report detailing supervisory access to the officer's BWC recordings. The report will show the following; the number of reviews done for that officer, which supervisor is accessing that officers BWC recordings, and the noted reason for the access.
 - b) To ensure fairness, officers may also request a quantitative summary report that provides a comparison of supervisory data access for similarly situated officers (i.e. shift, team, etc.).
 2. During the supervisory review of officer BWC recordings, supervisors are strongly encouraged to identify, document, and commend excellence in service or superior police work observed in the BWC footage. The documentation should occur on the officer's monthly review.
 3. Sergeants and Commanders will submit documentation of their review to their respective supervisor. Any noted non-compliance with departmental policy pertaining to BWC use shall also be reported to the Chief of Police.
- B. At least two times annually, or upon the request of any department member subject to this policy, a Commander will conduct a system audit to ensure that BWC video review is equitably and fairly distributed across personnel. It should be noted that supervisory access to the video may be for reasons other than random review and shall be documented as such (i.e. response to a citizen complaint, internal investigation, investigatory review, etc.).
- C. This department will develop a report summarizing any occurrences of unauthorized access to BWC data. Statistical results of the audit shall be reported to the City Administrator and annually reported to the City Council.
- D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Approval to utilize video footage for law enforcement training purposes only must be approved by the Chief of Police or their designee. BWC footage used for law enforcement training purposes shall be redacted prior to use. Field training officers may review BWC data with trainees for the purpose of providing coaching and feedback on the trainee's performance.

Effective:	Subject:	Page:
August 1, 2018	Body-Worn Camera DRAFT	9



- E. Monthly, a Commander will conduct an audit of all submitted use of force reports by comparing an officer's use of force report with the BWC video(s) of the reporting officer(s). The reviewing Commander may include or involve the department's training sergeant or a trained and recognized use of force instructor. The reviewing Commander shall prepare a memorandum to the Chief of Police or their designee documenting their findings, including: any noted non-compliance with this policy; use of force outside of policy; training, coaching, or disciplinary actions required or recommended; and any other observations relevant to the efficient operation of the department.
- F. Any member of this department who is deemed to be non-compliant with, or in violation of, this policy may be subject to disciplinary action, up to and including, termination and criminal prosecution (see MN Statute 13.09).

XI. DATA RETENTION:

- A. Evidentiary data shall be retained for the period specified in the General Records Retention Schedule for the City of Inver Grove Heights. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable retention period.
- B. Unintentionally recorded footage shall not be retained and is to be purged by a command level staff member with administrative rights to take such action. Any data manually deleted from the system, excluding demonstration data, shall be communicated to the Chief of Police or their designee, including the type of data and reason for deletion. A log shall be maintained of any and all administratively deleted video.
- C. BWC footage that is classified as non-evidentiary, or becomes classified as non-evidentiary, shall be retained for a maximum of 12 months following the date of capture. If information comes to light indicating that non-evidentiary data has evidentiary value or value for training, it may be reclassified and retained for a longer period.
- D. The department shall maintain an inventory of BWC recordings through its vendor's storage platform.

XII. DATA CLASSIFICATION:

- A. Outside of active criminal investigations (where data are generally confidential or protected nonpublic), BWC data is private or nonpublic data. Private data is accessible to the data subject.
- B. In accordance with MN Statute 13.825, subd. 2(2), BWC data are public in four situations:
 - 1. When a peace officer discharges a firearm in the course of duty (but not when discharged for training purposes or dispatching animals).

Effective: August 1, 2018	Subject: Body-Worn Camera DRAFT	Page: 10
----------------------------------	--	-----------------



2. When use of force by a peace officer results in “substantial bodily harm” as defined in MN Statute 609.02, subd. 7a, “great bodily harm” as defined in MN Statute 609.02, subd. 8, or death.
 3. When a data subject requests that the data be made accessible to the public, after redacting undercover officers and those who have not consented to the release.
 4. When body camera data documenting the basis for discipline is part of personnel data in final disposition of discipline.
- C. With the approval of the Chief of Police, this department may make otherwise non-public data public data if that determination could aid the law enforcement process, promote public safety, or dispel widespread rumor or unrest, consistent with MN Statutes, section 13.82, subdivision 15.

DRAFT

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

RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF THE INVER GROVE HEIGHTS POLICE DEPARTMENT
BODY-WORN CAMERA POLICY**

WHEREAS, policing in across the United States has faced considerable public question and scrutiny, and;

WHEREAS, trust and legitimacy are essential elements of the social contract that exists between government and the people government serves, and;

WHEREAS, advances in technology allow for the utilization of police body-worn cameras, which can capture interactions between police officers and members of the community, and;

WHEREAS, the use of body-worn cameras was a recommended trust and transparency strategy in the 2015 Final Report of The President's Task Force on 21st Century Policing, and;

WHEREAS, Minnesota law requires that law enforcement agencies developing a body-worn camera program provide opportunity for community input on its policies, and;

WHEREAS, the Inver Grove Heights Police Department has developed a body-worn camera policy, which has been published on the City's website and highlighted in departmental social media posts seeking comment.

WHEREAS, the Inver Grove Heights City Council has been provided an overview of the proposed policy and provided opportunity for public comment in accordance with the law and sound governance.

NOW, THEREFORE BE IT RESOLVED, that never Grove Heights City Council supports police department plans for implementation of a local body-worn camera program, including the departmental policy as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 22nd day of October 2018.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Inver Grove Heights Police Department

Body-Worn Camera Policy

Key Provisions & Commonly Asked Questions

How is BWC video data classified?

Minnesota law governs the classification of body-worn camera data. For the most part, BWC video is considered private data on individuals, which means that it is available to the data subject (person being recorded) only. If the recording includes data concerning an active criminal investigation, the BWC is confidential until the matter under investigation or underlying criminal case is closed.

Who in the department can access BWC data and when?

Police department employees with a legitimate business purpose for accessing the data are permitted to do so. It is important to note the system the department plans to use tracks and time stamps all data access, which can be easily audited.

When can officers' access BWC data?

Officers can access BWC data to prepare a police report stemming from a call for service or officer-initiated police activity, including incidents that result in bodily harm or substantial bodily harm to another person during a police-citizen encounter; to prepare for court testimony, and to prepare to give a statement to an internal affairs investigator.

Are officers required to tell people they are being recorded?

Officers are NOT required to tell people they are being recorded. However, if a person asks an officer if they are being recorded, the officer must tell them. Nothing in the policy prohibits an officer from telling a person they are communicating with that the interaction is being recorded. Many agencies with active BWC programs have noted that some erratic individuals they encounter will alter their behavior when they know they are being recorded.

How long will BWC data be held?

BWC data that is associated with an Inver Grove Heights Police Department case is held in accordance with the City's established data retention policy. In most instances, case data is held for seven years. Traffic stop video data or officer-citizen interactions that do not result in a police report will be held for one year.

Who and how will the department ensure compliance with the policy?

The proposed policy requires that at least two times annually, or upon the request of any department member subject to this policy, a police commander will conduct a system audit to ensure that BWC video review is equitably and fairly distributed across personnel. It should be noted that supervisory access to the video may be for reasons other than random review and shall be documented as such (i.e. response to a citizen complaint, internal investigation, investigatory review, etc.).

When must officers turn on their BWC?

Officers shall activate their BWCs when responding to all calls for service, prior to interacting with those involved in the respective incident, and during all law enforcement-related encounters and activities, including, but not limited to, pursuits, investigative stops of motorists and pedestrians, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that become adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be thoroughly documented.

When can officers turn off their BWC?

Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes readily apparent that additional recording is unlikely to capture information having evidentiary value. In an incident where a sergeant or investigator has charge of a scene, he/she shall direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. For purposes of creating a complete record of use, officers are strongly encouraged to state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy or as directed by a supervisory officer to capture information having evidentiary value.

What happens with the BWC video in the circumstance of an officer-involved critical incident?

In the event of a critical incident resulting in great bodily harm or death, including an in-custody death, officers are prohibited from reviewing BWC footage before providing a voluntary statement to the investigating authority. If after providing a voluntary statement to the investigating authority, individual officers may elect to review their own BWC footage and provide clarifying information to critical incident investigators.

Who can request access to data subject data?

Requests made by data subjects to receive BWC footage shall be provided upon request after proper determination of the identity as a data subject. It shall be the policy of this department to freely provide BWC data to any individual, group, or entity representing the BWC data subject upon receipt of a notarized request from the data subject for the BWC footage.

Who can obtain or have access to BWC data?

BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

Under what circumstances could BWC be deleted and by whom?

Unintentionally recorded footage shall not be retained and is to be purged by a command level staff member with administrative rights to take such action. Any data manually deleted from the system, excluding demonstration data, shall be communicated to the chief of police, including the type of data and reason for deletion. A log shall be maintained of any and all administratively deleted video.