

## INVER GROVE HEIGHTS CITY COUNCIL AGENDA

TUESDAY, November 13, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Proclamation of Small Business Saturday, November 24, 2018

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 22, 2018 Work Session Meeting Minutes

ii. Minutes of September 4, 2018 Work Session Meeting Minutes

B. Resolution Approving Disbursements for Period Ending November 6, 2018

C. Resolution Amending the 2018 Budget

D. Consider Inver Grove Heights CVB 2019 Work Plan and Budget

E. Consider Approval of Legal Services Agreement Between the City of Inver Grove Heights and LeVander, Gillen, & Miller, P.A., for civil legal services and criminal prosecution services

F. Consider Approval of Contract for Demolition of Properties Located at 4343 65th St; 4301 64th St; and 9250 Courthouse Blvd

G. Consider Approval of 2019 Park & Recreation Fees

H. Consider Approval of Contract for Repair of Lap and Diving Pool Shell

I. Consider Approval of Contract for North Valley Pickleball Court/Parking Lot Project

J. Consider Pay Request #3 to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements

K. Approval of Rental License

L. Acknowledge Release of the Quiet Zone Notice of Intent (Resubmittal) for Implementation of a Quiet Zone at 65th ST, 66th St, Upper 71st St, a private crossing, and 105th St

M. Consider a Resolution Awarding a Contract for Demolition of 6639 Concord Avenue to Nitti Roll-Off Services Inc.

N. Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2018-07 – Pedestrian Ramp Compliance

O. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-09B – Sealcoat

P. Approve Drainage and Utility Easement for 10581 Akron Ave (Lot 6, Block 1, Inver Hills Third Addition, Dakota County, Minnesota)

Q. Consider a Resolution Accepting a Proposal for Geotechnical Exploration Services for City Project No. 2018-15 – 64th Street Outfall Repair

R. Consider New Lease – Sprint

S. Resolution Establishing Utility Rates for 2019

- T. Agreement for Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (DCSWCD) and a Resolution regarding Administration of the Wetland Conservation Act and Regulatory Assistance pertaining to the Wetlands Conservation Act
- U. Resolution for Dakota County's 2019–2023 Capital Improvement Program and for Dakota County's 2019–2023 Transportation Sales and Use Tax Capital Improvement Program
- V. Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into a Master Partnership Contract with MnDOT for MnDOT Authorized Projects in the City
- W. Consider Resolution Seeking 2019 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2016–08 – T.H. 3 Roundabout at 70th Street (SAP #178–020–027) and City Project No. 2015–03 – 65th Street Construction (between T.H. 3 and Argenta Trail) (SAP #178–104–007)
- X. Consider Resolution Approving the Dakota County 2019 Community Funding Application for Waste Abatement Activities
- Y. 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. Consider Second 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

7. **REGULAR AGENDA:**

**Community Development:**

- A. **MICHAEL PORTER;** Consider application for Chicken License – 2004 67th Street East

**Parks and Recreation:**

- B. Consider First Reading of an Ordinance Changes Related to Dog Licensing, Dog Leashes, and Dangerous Dogs
- C. Consider Approval of North and South Valley Park(s) Master Plan

**Finance:**

- D. Resolution Providing for the Sale of \$10,000,000 General Obligation Capital Improvement Bonds, Series 2018A
- E. Resolution Providing for the Sale of \$2,500,000 General Obligation Capital Improvement Bonds, Series 2019A

**Administration:**

- F. Consider Approval of the 2019 Fee Schedule
- G. Consider First Reading of an Ordinance Amending Title 4 Chapter 7 Gambling

8. **MAYOR & COUNCIL COMMENTS:**



**9. EXECUTIVE SESSION:**

A. Pursuant to attorney–client privilege and Minn. Stat. § 13D.05, Subd. 3(b), a closed session to discuss the pending lawsuit of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC relating to property at 6840 Dixie Avenue, Inver Grove Heights, Minnesota

**10. REGULAR AGENDA: (Continued)**

**Administration:**

H. 2019 Budget

**11. 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](mailto:mtesser@invergroveheights.org)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: November 13, 2018  
 Item Type: Proclamation  
 Contact:  
 Prepared by: Sharon Madsen, Communications  
 Manager  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Proclaim Saturday, November 24, 2018, as Shop Local and Small Business Saturday in the City of Inver Grove Heights.

**SUMMARY**

## **PROCLAMATION**

### **SHOP LOCAL AND SMALL BUSINESS SATURDAY NOVEMBER 24, 2018**

WHEREAS, the City of Inver Grove Heights encourages residents to Shop Local and celebrate our small businesses and the contributions they make to our local economy and community; and

WHEREAS, the City of Inver Grove Heights supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, small businesses employ a high percent of the working population in the United States; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby proclaims Saturday, November 24, 2018 as Shop Local and Small Business Saturday in the City of Inver Grove Heights and urges residents to shop local and support small businesses and merchants on this day and throughout the year.

Passed this 13th day of November, 2018.

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George Tourville, Mayor

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, OCTOBER 22, 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 22, 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, Community Development Director Gundlach, Parks and Recreation Director Carlson, Police Chief Schnell, and City Clerk Tesser.

**3. PRESENTATIONS:**

**A. Inver Grove Heights Days Scholarship Recipients**

Rochelle VanKempen stated that she is the coordinator of the group. She commented that over the past 12 years this program has had 200 candidates and have crowned 72 ambassadors. They have awarded over \$45,000 in scholarships. She stated that on Saturday, September 8th, the Inver Grove Heights Scholarship Program crowned the Royal Court. They had 11 candidates and five of them are in attendance this evening. The girls introduced themselves as follows:

- Joy Mwesigwa, Miss Inver Grove Heights
- Alyssa Gaarder, Junior Miss Inver Grove Heights
- Natalia Wilhelm, Junior Miss Inver Grove Heights Princess
- Abi Mraz, Little Miss Inver Grove Heights
- Jayda Wilhelm, Little Miss Inver Grove Heights Princess

Pictures of the group with the City Councilmembers were taken.

**4. CONSENT AGENDA:**

- A.**
  - i. Minutes of October 1, 2018 Work Session Meeting Minutes.
  - ii. Minutes of October 8, 2018 City Council Meeting Minutes.
- B. Resolution 18-212** 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. **(Tabled).**
- E.** Request for Approval of Rental Housing License.
- F. Resolution 18-213** 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 18-214** 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 18-215** 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 18-216** 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 18-217** 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 18-218** 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.

Councilmember Bartholomew requested pulling Agenda Item 4D.

Councilmember Piekarski Krech requested pulling Agenda Items 4H and 4J.

**Motion by Bartholomew second by Hark to approve the Consent Agenda with exception to Agenda Items 4D, 4H, and 4J.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Councilmember Bartholomew stated that he pulled Agenda Item 4D because of council questions that include full-time employment and an increase in the budget. He stated he wanted to make everyone aware that they will have a budget deficit by the end of the year if the revenue numbers don't increase. He referenced a memo that was given to the council regarding the CVB details that discussed the hiring portion.

City Administrator Joe Lynch stated that the 2019 proposed budget contemplates a recommendation from the CVB Board to change the position from part-time 24 hours a week, to full-time 40 hours a week. He stated that this is a contracted position that works for the Chamber of Commerce and is paid by the sales tax generated from hotel stays in Inver Grove Heights. He stated that they were unsure if this was a contract situation and how to classify it, but that they need to determine if it would be an exempt position based on the fact that it doesn't meet some of the criteria, and that it would be subjected to possible overtime. He stated that this is a contract situation with the Chamber of Commerce.

Mayor Tourville suggested that the group come back and look into the hiring details on employment, be it full-time, part-time, or salaried. He was concerned with going full-time and the possibility of overtime. He suggested the City, Chamber, and the Board meet to discuss this subject at length.

Councilmember Bartholomew agreed that they need more information.

Councilmember Piekarski Krech commented it was confusing that the City is collecting the money considering they are an employee of the Chamber. She asked who the person was working for and who was financially responsible if there wasn't enough money in the CVB to pay their salary. She commented that they needed more information.

City Administrator Lynch responded that there are existing Bylaws that created the Conventions and Visitors Bureau (CVB) that was drafted by the City and approved by the City Council. That document specifies what the CVB can and cannot do. It states they can only contract for services for a year. He stated that this position is a contract position and paid for by the sales tax generated from hotel stays. We are the Fiduciary Agent of the CVB. He stated that sales taxes collected at Dakota County, dispersed to the City as a revenue, and we pay the invoices submitted by the CVB. Monthly they receive an invoice from the Chamber that includes the salary for the position and any other expenses divided by a monthly or bi-weekly basis. He stated that he himself approves that and it is paid to the Chamber. He stated that this is a contract employee of the Chamber, not a City employee, not classified in the system, we do not provide any of the benefits nor the work direction. He stated that the CVB provides the work direction and the person reports to the Chamber Executive Director. That person is responsible for meeting with the Board to make sure the performance measures are met and reviews that positions performance throughout the year.

Councilmember Piekarski Krech asked if the Chamber is recommending that this be a full-time position.

City Administrator Lynch responded in the negative. The Convention and Visitors Bureau Board is recommending it. The Board has seven members and consists of business members, hotel owners and a City representative. He stated that the Board recommended bringing this forward to promote the City's events, hotels, and things happening in the metro area. They would like to expand upon that and a full-time position creates the opportunity for a different skill-set and experience.

He commented that with the budget there is an increase in expenses because they are recommending this be a full-time position that is offset by the anticipated revenue of a fourth hotel opening in 2019, which helps pay the sales tax that is used to pay for the staff expense. He stated that the CVB has a fund balance of approximately \$140,000 which the City has to approve on an annual basis.

Councilmember Piekarski Krech commented that she understood and was not against the full-time position but was concerned with the co-mingling.

Councilmember Bartholomew agreed with Councilmember Piekarski Krech's concerns and asked where the monies came from. He commented that this is not a City employee and that there is not a concern with workmen's compensation benefits.

City Administrator Lynch responded that the position is not paid for by the City's payroll. The Chamber issues a paycheck to the employee. He agreed this is not a City employee and they do not have workman's comp.

Councilmember Bartholomew asked about the budget amount of \$67,500 and if that was just the salary, or the salary and benefits. He asked what the salary amount was.

City Administrator Lynch responded that was for salary and benefits. The salary is \$57,366, plus \$4,400 in payroll taxes, approximately \$1,700 in an IRA and \$4,000 in healthcare.

Councilmember Bartholomew asked what the threshold was for exempt and non-exempt.

City Administrator Lynch commented that it was supervision, confidentiality and performance evaluation threshold items that determine exempt and non-exempt.

Councilmember Piekarski Krech questioned the amount of \$104,000 and commented that it is over the amount they will take in this year. She doesn't believe they should rely on a hotel opening since the success of a hotel is not immediate.

Councilmember Hark asked if the position reports to the Convention and Visitors Bureau or the Chamber.

City Administrator Lynch responded that it reports to both. The Chamber Director meets with the Board to get their input and feedback on their performance during a certain time period and reviews the performance with the contract employee based on the feedback from the Board.

Councilmember Hark commented that the City has a representative on the Board. He wanted to make sure there isn't a hidden liability issue if something goes wrong with this position. He stated that they need to make sure that things are sorted out and that we know and understand exactly what we are getting.

City Administrator Lynch responded that the organization has been in place since 1999. The last position offer letter came from the River Heights Chamber of Commerce to the employee at that time. He stated that there was also an agreement that is entered into between the CVB and the Chamber, describing the Chamber's responsibilities. The agreement describes liability and states that "The Chamber shall be under no circumstances be liable in any way to the CVB for any actions taken in connection with the services thereunder". He stated that the City does not have a similar agreement, but that we are apart of the Board in the Bylaws and have a representative on the Board.

Councilmember Hark felt they needed to revisit some of the potential issues and proceed cautiously.

Mayor Tourville asked that the City and the Board could take a look at the Bylaws as there are some paragraphs that are no longer appropriate. He commented that both groups need to figure out if the person is open to overtime or not.

Councilmember Piekarski Krech made a suggestion on a change of representative and requested that the Community Development Director be a part of the interviews.

Mayor Tourville agreed that was a good suggestion. They need more information before they put out a notice for hiring. He commented that the Chamber President would serve as the interim. He suggested that the Board and Chamber look into other language to update the Bylaws. He stated that the City Administrator or the Development Director could fit better, but that was something they need to decide in the future. Other pieces will come back before the Council for review.

Councilmember Piekarski Krech and City Administrator Lynch stated that it was the Executive Director of the Chamber.

Councilmember Piekarski Krech commented that the Council could address Agenda Items 4H and 4J together. She asked where the money was coming from.

Parks and Recreation Director Eric Carlson responded that both Agenda Items 4H and 4J would be funded from the State Grant which they have to match with money out of the 402 Fund. He displayed the area for Agenda Item 4H on a map and stated that the City has been acquiring all of the properties as

depicted by the solid black line. Before they were acquired there were homes and businesses on the lots. He stated that what remains after the homes were removed are overhead electrical lines that need to be removed in preparation for the development they expect to make in the park in 2019.

Councilmember Piekarski Krech asked where the main line was located.

Parks and Recreation Director Carlson pointed out the location of the main line and stated that they want to bury a feeder line, which the Council approved a few meetings ago. He stated that the only property that would remain served would be listed as item B36 because they are still in business.

Councilmember Piekarski Krech asked if they could receive a budget breakdown of expenses.

Parks and Recreation Director Carlson responded that he could get that information to them.

**Motion by Piekarski Krech second by Bartholomew to approve Agenda Item 4H to Consider a Contract with Xcel Energy for Heritage Village Park Overhead Powerline Removal.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Parks and Recreation Director Carlson stated that Agenda Item 4J is to hire WSB for the next phase of park development to help put together the plans and specifications, so they can go out to bid. He stated that they would be under construction in 2019 with a parking lot, playground equipment, picnic shelter, grading plan, and stormwater management plan.

Councilmember Piekarski Krech asked where the maintenance money was coming for everything.

Parks and Recreation Director Carlson responded that they have not identified what those costs will be yet, but they will be a part of the process.

Mayor Tourville questioned if they have until January 2019 to have those funds available.

Director Carlson responded that he had signed the extension and mailed it to the Met Council so they have until December 31<sup>st</sup>, 2019 to use the \$1.5 million dollars that had originally planned to terminate December 2018. They received a one-year extension. He stated that they will have spent about \$500,000 to \$600,000 of it this year and will spend the remaining balance prior to December 2019.

**Motion by Hark second by Perry to approve Agenda Item 4J to Consider Approval of Heritage Village Park – Phase II Contract with WSB.**

Councilmembers Piekarski Krech and Bartholomew both requested to see a financial breakdown of this item.

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

There were no public comments.

**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. Resolution 18-219.**



City Attorney Tim Kuntz stated that they are asking to make the opportunity available to Officer Steve Her to have a Hearing concerning the allegations made against the Officer. He stated that allegations were made against the Officer and the Police Chief prepared a report and made a recommendation which was submitted to the Council. He stated that the City Administrator also made a recommendation regarding any discipline that would be imposed against Officer Her. Those two recommendations and the report were preliminarily considered by the Council at their October 8<sup>th</sup>, 2018 closed door session at which the Council directed the matter appear in an open session tonight and make available the Hearing to Steve Her. Kuntz stated that under the Cities Personnel Policy, the Officer is entitled to a Hearing to present evidence, make a presentation, make an appearance, or a statement if he wishes to do so. He stated that the Officer has been advised of those rights by the City and the two recommendations and report were made available to Officer Her and his Union Representative, who was also made aware of the Officer's rights. He commented that the Representative or Officer Her may appear this evening. He stated that this Agenda Item is to present the opportunity for those statements and appearances. He asked, that at the close of the Hearing, that Council give consideration to the Resolution that was prepared and is front of the Council, which adopts and accepts the report and the two recommendations of the Chief and the Administrator and imposes disciplinary action.

He stated that a procedural item to address this evening would be those two recommendations in writing and the report, which were a part of the material that the Council looked at the October 8<sup>th</sup> meeting, and has been redistributed to you this evening. He asked that the Council make a Motion to acknowledge receipt of those items so they know they are a part of your consideration. He also asked that the Council calls the Hearing open and allows anyone to speak that is present and wants to.

**Motion by Piekarski Krech second by Perry to receive the documents as described.**

Mayor Tourville asked what becomes public and what does not.

City Attorney Kuntz responded that if the Council takes action by Resolution to accept the recommendations and impose discipline. Kuntz stated that the allegations made are public but not the nature of the allegations. He stated it continues to be private data under the Data Practices Act and available only to the Officer and the City. The type of discipline imposed is also private data and is not subject to public distribution. He commented that the reason for that, under the Data Practices Act, and notwithstanding the Council action is to pass the Resolution, if that is what the Council chooses to do, there would not be a final disposition under the Data Practices Act of the discipline imposed. He stated that Officer Her is subject to a Collective Bargaining Agreement and is represented by a Union, and any action taken by the Council is subject to grievance by Officer Her under the Unions Collective Bargaining Act, which could subject the decision to review by an Arbitrator. Until a decision is made by an Arbitrator, there would not be a final disposition. Upon the Arbitrator's final decision, the matter would become public and any documents would become public data. He commented that he has identified that they are allegations but didn't identify what they were.

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Hark second by Bartholomew to close the Public Hearing at 7:35PM.**

**Ayes: 5**

**Nays: 0      Motion carried.**

City Attorney Kuntz stated that he was not aware of any written statement that the Officer has submitted to Administration and asked if that was correct.

City Administrator Lynch responded that was correct, they have not received any written statement.

**Motion by Hark second by Bartholomew to acknowledge receipt of Resolution 18-219 for 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.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA:**

### **POLICE DEPARTMENT:**

#### **A. Consider Resolution of Support for the Police Department's proposed Body Worn Camera Policy. Resolution 18-220.**

Police Chief Paul Schnell provided a brief overview of the core elements of the proposed Policy. He stated that this was published on August 10<sup>th</sup> on the City Website and in Social Media posts to collect input. They received a couple of emails relative to the program. He stated that in accordance with Minnesota Statute 626.8473, the Council, as the elected body with budget oversight for the Inver Grove Heights Police Department, needs to allow for public comment at one of its regular meetings. They provided that information and encouraged people to do that. He commented that they have not received a lot of direct input, but to date, the majority of the information has been very positive. He stated the following are key elements:

- Body camera data is classified as private data on individuals. Officers are called into people's homes and one of the concerns was if this data was to remain public, anyone could ask to access that video and have access inside of people's homes or businesses. That concern was addressed by the Legislature when they made it private data.
- Criminal cases can be considered confidential data and not available to the data subjects at that time. Once the case is closed it would revert to the private data status. He stated that this differs from many of the Police reports. When an investigation is done for a theft and the case declines prosecution, that report becomes public data.
- Who has access: All Police Department employees and records staff. The data is limited to legitimate business purposes. The systems track all access to the data, how long it was accessed, for who, what elements, and if anything was done by way of uploading or creating a separate file. He stated that all of that is tracked within the system. There is no method for people to be able to alter or delete the information. The only way information could be deleted is if it were to be erroneously recorded video.
- There are audit provisions in the Policy. The Legislature created requirements for auditing and reporting back to the State. Officers are allowed to access body worn video any time they need to prepare a Police report. For example, a DWI where they are processing field sobriety out on the street. Officers can use that video to prepare the report to reflect what they saw and note it. There are times when they would access it for Court testimony. The Policy doesn't allow for access to this.
- In matters where the Officer is involved in an incident where there is the use of force resulting in bodily harm, either minimally or substantially, they can record and watch that as a part of the preparation of the report.
- Times they cannot watch or access the video: When there is a use of force that results in great bodily harm or death. In that instance, which varies City by City, he stated that the Policy they are proposing today would restrict the Officers from not being able to watch that video prior to giving, or electing to give, a statement to the Investigating Authority. In that incidence the Officer would be afforded all their Constitutional protections and would be asked if they would choose to provide a statement to the Investigating Authority (Minnesota Bureau of Criminal Apprehension). If they

elect to do that, they would do it without the benefit of having watched the video. Once the statement is provided, they would be extended the opportunity to watch the video and do any clarification. If they chose not to provide a statement, they would not be able to access that prior to preparation for whatever actions the prosecutor may choose.

He stated that a question arises asking if Officers have to tell people that they are being recorded. The answer to that is the Policy says that Officers are not required to. They would need to if someone asks if they are being recorded. He stated that research has shown that telling them they are being recorded changes the behavior in a positive way and they become more compliant.

- Body worn camera data is held in accordance with the City's records retention policy. In most instances for criminal cases they are retained seven years, some are longer, and some are permanent. Homicide and certain sexual assault cases are permanently maintained.
- Traffic stops. They opted for an unlimited data plan and will be holding all video data for 12 months, in which time it would drop off if it is not related to a case.
- Policy compliance is done through Supervisor review. Supervisors will be required to check and ensure that Officers are in compliance with the Policy and that body cameras are turned on when required, turned off, properly coded, and noted to the correct case file. In cases where someone comes in and says that an Officer was too stern or felt the outcome should have resulted differently, Supervisors can access that video and can help to address the issue. Research has shown that in most cases Officers have behaved appropriately.
- The video has tremendous evidentiary value and is not just about accountability. This is a mechanism that can provide information with strong evidence in a prosecution.
- Officers have to turn their body cameras on at all calls for service. Anytime they get dispatched to a call.
- Body cameras may be turned on in situations when Officers are approached just to talk and the Officer may be concerned about the encounter.
- There is a provision in the Policy that they do not expect the Officers to do something when their safety is jeopardized because they are concerned about the camera.
- They can automate this process as much as possible. The Officers can turn the body cameras on when they leave their vehicles, which will become commonplace as time goes on. They turn them off when the encounter is over or when they are in a place when recording is being done elsewhere. For example, coming into the building to test someone for alcohol use, that area is already a recorded area, so they do not need body cameras on at that time.
- For data requests: People can come to the Police Department and make a request for that data. They have the ability to redact people that would be protected in that data. For example, someone could come in and say they are the data subject, but there were other people present, they can redact the other people that were present from that data.
- The data is also made available to Prosecutors, Courts, and other Criminal Justice entities as provided by Law. Uploading and downloading some video and can take up to an hour and half, the same taking place on the Prosecutors side. He stated that what will take place now is that the data remains in the storage site. When the case is being charged out the link is provided, they have access to it directly from our storage, they can choose to upload that, or provide a link to it to disclosure of that data without having to create multiple copies of it for distribution.

He stated that with conversations they have had around the County, more are moving toward body worn cameras. South St. Paul is working on this and Hastings has an active program and recently had an instance of an Officer involved shooting that was captured on a body worn camera. He commented that made the investigation much easier and clear as they proceeded. He stated that the cameras have investigative and evidentiary value and help show transparency and trust.

Councilmember Piekarski Krech asked what other Cities in Dakota County were using the cameras.

Police Chief Schnell responded that Hastings, Burnsville, and Farmington were using them. South St. Paul has been budgeted and they are in the implementation process. Eagan is also in discussions.

Councilmember Piekarski Krech asked how the drop off worked and if it was automatically dropped off after a certain timeframe.

Police Chief Schnell responded that it is automated by that classification. A traffic stop would get dropped off after 12 months.

Councilmember Piekarski Krech asked how easy it was to turn on and off the body camera.

Police Chief Schnell responded that it was a simple button. He commented that squad cameras will be a matching contiguous system. When they activate the squad camera, the body camera will activate as well. If they are out of the car, they will have to manually activate it. He commented that it is a large button on the front of the camera that also has settings for audible tones and flashing lights

Councilmember Hark asked if there were any significant differences from this Policy compared to Hasting's Policy.

Police Chief Schnell responded that this Policy is substantially the same as Hasting's but different from Burnsville's. He stated that Burnsville's Policy allows Officers to watch the video prior to an interview with the Investigator in a critical incident. He stated that Burnsville was also one of the first in the State to implement this Policy. They were up and going before Policies became a National conversation. He stated that the reason they are choosing this Policy is because if a Policy is silent on the question of pre-statement review in a critical incident, the BCA's Policy is that they will not allow the Officer to watch the video. He stated that they believe that is the best practice at present and based on that, our Policy states that is what the BCA Policy is consistent with.

Councilmember Hark asked if the plan was to revisit the Policy annually, or every two years. He asked if this may need to be changed as they get more experience with it.

Police Chief Schnell responded that was true. He stated that there have been changes over the years, and that some Legislature changes could be made as well. This may need to be reviewed regularly.

Councilmember Piekarski Krech asked if only sworn Officers would be wearing these or if some of the volunteers would be wearing them.

Police Chief Schnell responded that if they were to move to a Cadet Program, they would be wearing them. The reason for that is if they are transporting people to other locations, they want that captured from a risk management standpoint.

He responded that all sworn Officers would be issued the cameras, and Reserves that would be working details, and transports would also be required to wear them.

Mayor Tourville agreed that the Legislature will be discussing body cameras for the next several years. He commented that he felt the City Council as a whole supports and believes it is the right direction to go.

Councilmember Hark asked if the City has the hardware in its possession now.

Police Chief Schnell responded that within the next two weeks the cameras in the jail and custody area will be switched out. All of these items will be in one central repository area. He stated that the squad cameras will come and be installed the week of Thanksgiving. Body cameras will come right after. The logging for all of the cameras are done the same way.

Councilmember Hark asked, for example, if he were to be the subject of the taping and wants to view it, he would personally have to come in to the Department. They would not send him a link.

Police Chief Schnell responded that in order to have the correct data subject, they would want to make sure they have the correct person. He stated that the Policy is unique in that they have a provision in there that with the proper identification the video can be turned over to them.

Mayor Tourville commented that there is supposed to be an open meeting and asked if it needed to be an official Public Hearing.

City Attorney Kuntz responded that the MN statute states that the local Law Enforcement Agency must provide an opportunity for public comment before it purchases or implements these portable recording systems or body cameras. He stated that at the minimum, the Agency must accept public comment submitted electronically. The Chief has stated that he has done that by relating to the Council the Social Media comments he has received. He stated that the Governing body with jurisdiction over the budget, which is the Council, must provide an opportunity for public comment at a regularly scheduled meeting, which is tonight. He stated that the Chief Officer that uses or proposes to use the system must establish and enforce a written Policy, which the Police Chief is attempting to do this evening. He stated that in adopting the Policy, the Agency must provide for public comment in the manner indicated, which he is soliciting. He commented that the Police Chief decided that the best way to solicit was by Social Media rather than a published notice and that no manner is set forth as to how to solicit.

Mayor Tourville asked if they were going to do an Insights story on body cameras. He suggested that they work with the Communications Manager and take a look at when that's appropriate.

Police Chief Schnell responded that they have a plan to do a full launch. He commented that after tonight they will publish the Policy again. They may even shoot a small video about it and put it on the Website to make it available.

City Attorney Kuntz asked the Police Chief if the data subject were to come to City Hall and identifies him/herself and you identify that is the subject of the tape. Would that person, who is the subject, be able to obtain a physical copy of the tape. He also asked if this were similar to other data where they pay for the copy.

Police Chief Schnell responded that they would be able to obtain a copy and that it was similar to how other data is acquired.

Mayor Tourville asked if there was timeframe or a process in the preparation.

Police Chief Schnell responded that Chapter 13 does address that. They have a reasonable amount of time but could be up to ten days. He commented that in some cases they are able to view the video on an iPad quickly, but in other instances it could take longer.

**Motion by Hark second by Perry to approve and support to Consider Resolution 18-220 of Support for the Police Department's proposed Body Worn Camera Policy.**

Councilmember Hark commented that he was glad the Police Department took their time and did not jump ahead on the body camera issue. He felt it was wise to let other Cities deal with this and work out the issues.

**Ayes: 5**

**Nays: 0      Motion carried.**

Mayor Tourville suggested that they ask again for public comment so the public is aware that they will be wearing body cameras now.

**8. MAYOR & COUNCIL COMMENTS:**

City Administrator Lynch stated that Thursday is the Volunteer Appreciation event beginning at 5:30pm at the Community Center. He commented that this is the first recognition event they have for those who volunteer their time for the City, which is different and apart from the Commissioners and Committee members.

Mayor Tourville reminded everyone that Veteran's Memorial Event is Sunday, November 11<sup>th</sup>. There will be a Bell Ceremony at 11:00 a.m. He commented that this is the 11<sup>th</sup> month, the 11<sup>th</sup> day, the 11<sup>th</sup> hour, for remembrance. The emphasis is on World War I and Armistice. This will be held at the Community Center and is a State event.

Mayor Tourville stated that voting is open at City Hall. You can still vote on the Official Day of voting, but you need to go to your Polling Place on that day.

**9. ADJOURN:**

**Motion by Perry second by Piekarski Krech to adjourn the meeting at 8:14 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION  
TUESDAY, SEPTEMBER, 4, 2018 7:00 PM - 8150 BARBARA AVENUE**

**A. CALL TO ORDER:** The City Council of Inver Grove Heights met in Work Session on Tuesday, September 4, 2018, in the Inver Grove Heights City Hall EOC Room - Downstairs. Mayor George Tourville called the meeting to order at 7:00 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, Community Development Director Janice Gundlach, Police Chief Paul Schnell, Attorney Angela Amann from LeVander, Gillen, and Miller, Fire Chief Judy Thill, Parks and Recreation Director Eric Carlson, Finance Director Kristi Smith, Public Works Director Scott Thureen, and City Clerk Michelle Tesser.

Absent: City Attorney Tim Kuntz, Recording Clerk Sheri Yourczek.

**1) 2019 Budget**

City Administrator Joe Lynch stated that Council will be setting the preliminary levy at the City Council meeting on Monday, September 10<sup>th</sup>. He stated that they would like direction on the dollar amount which would result in tax rates so that they can move forward with both of those numbers.

Finance Director Kristi Smith referenced their packets and stated that the first handout, 2019 Budgeted Benefitted Positions by Department, is in a slightly different format than in the past. Previously, it only contained positions included in the base budget but now includes information in the budget plus additions. She stated there is a change within the Police Department for the position of Property Evidence Technician. She stated it's in the 2018 budget as a part-time non-benefitted position. She stated that the Fire Inspector position would be new in 2019 but has been removed due to discussions with the budget committee and Fire Captains. She stated that there is one new addition of a Utilities Maintenance Worker under Water/Sewer Utilities, and the technology manager also has a request for a Network Specialist, which would be new in 2019.

She reported that the next handout contains non-benefitted positions that include the number of hours, title of the position, department and the name of the fund. She pointed out that there has been a reduction in a temporary Office Support position, which has been moved from a non-benefitted position to a benefitted position.

She stated that there is an updated list of General Fund department requested additions in the proposed budget in its entirety. She commented that they can replace their old budget packets with this new information.

She reported that there are three proposed Resolutions scheduled for the Preliminary Budget approval on the September 10, 2018 City Council meeting. The Resolutions are as follows:

- The first Resolution is the expenditures and the proposed budgets for 2019 for each prepared budget.
- The second Resolution is for the proposed tax levy for the General Fund and the Debt Service Funds.
- The third Resolution is for the Stormwater Special Taxing District Levels.

She continued that the list will not be changed but that anything removed has a strike through it so that the Council knows what the changes are. The total is for \$573,000, which is the base budget with additions.

Councilmember Bartholomew asked about the Pavement Management Plan and if the 2019 proposed Pavement Management amount of \$250,000 was adequate from the base budget with additions document. Councilmember Bartholomew stated that franchise fees are being collected. Public Works Director Scott Thureen responded that when looking at the overall needs of the systems, the \$250,000 amount will not make a huge difference. Mr. Thureen described that currently a project reviewing 23 miles of streets is being conducted. He stated that the

Department maybe shifting the model to try and get a more years out of the streets. Thureen stated they are looking at getting 20-25 years of life out of the City's streets. Thureen stated depending on the overall need, the \$250,000, dollar amount will not be that noticeable.

Councilmember Bartholomew asked if further evaluation of our streets would help guide the City on the dollar amount. Public Works Director Thureen responded that it would help prioritize and determine the needs.

Councilmember Bartholomew expressed his concern and hesitancy with reducing the amount in the current budget because of the needed street improvements. He commented that the Council agreed that \$500,000 from collected franchise fees would be annual and continuously. He asked Finance Director Smith if she knew the amount received from the franchise fees. Finance Director Smith responded that they had received the fees and that the amount was close to \$500,000.

Public Works Director Thureen stated that once they get that information, they will take a step back and look at the global review of the system. He stated that this information will help slide some street projects into other categories. He stated in the long view, there will be additional costs, the reality is streets last for 25 to 30 years and that a vast majority will benefit from that life cycle.

Finance Director Smith confirmed that the \$250,000 is in addition to the current amount already set aside for this Pavement Management amount already budgeted.

She went over comparables and budgets with additions. She stated that City-wide levies for operating the general tax levy and the debt levy pieces would be a percentage increase of 12.46% to the levy amount, which equates to just over \$2.6 million in net taxes. Tax capacity is 5.51% and the tax levy dollar increase is 5.75%.

City Administrator Lynch clarified that the tax levy rate increase is compounded by taxable market value increases of 8% for 2019. Tax is at 5.75%, and the tax levy is 12.46%.

Finance Director Smith stated that the market value went up 7.4% and that \$2.6 million is the total new increase to the budget.

Councilmember Bartholomew asked for an update on how many new homes and new businesses that came to the City. City Administrator Lynch responded that the information comes from the Community Development Department in their monthly update on new construction. He stated that he would get that information to them in the future.

Councilmember Bartholomew stated that this information is valuable so that residents understand that new houses cost the City a certain amount of money, such as fire and police services. Councilmember Bartholomew commented that the information on new roads and maintenance services is important for residents to know and for residents to understand why taxes increase. The Council needs to review those costs and provisions of services that impact taxes.

Mayor Tourville stated that taxes are divided 1/3 by the City, School and County, and even by the Mosquito Control Agency. Kristi Smith, Finance Director stated its important to point out that for new houses the taxes that are collected are delayed.

Councilmember Bartholomew stated that was an important point made by the Mayor. The City gets 1/3, it's not just the City, but the School District and the County.



Finance Director Smith continued with additional information included in their packets pertaining to Fund Balances and Cash Balances. She stated that the Fund Balance Policy with the base budget only is at 40.5% and the base budget plus additions would be just under 40% at 39.5%, assuming there is no surplus or use of funds for 2018. She stated that she does not recommend the use of the fund balance as the percentages do not allow for it, and because the use of the fund balance is not a sustainable long-term source. She stated that as long as they have a surplus at the end of the year that would push them closer to the 40 percent.

Councilmember Hark asked if it affected the Bond rating to be under 40. Finance Director Smith responded that they would have to ask if they would do anything in regards to that. She commented if we are sitting at about a 40 percent she doesn't recommend doing anything as they are currently sitting at 39.5. If it were to drop lower, the Bond Rating Agency would ask what measures are in place to get it back to that point within the policy.

Mayor Tourville stated that the Bond rating is a huge deal and that having a high rating saves taxpayers thousands of dollars.

Finance Director Smith stated that the rating was upgraded in the December 2017 issue and that Standard and Poor provided seven bullet points as to how they based their criteria and designate a ranking. She stated that one of the conversations that we had with Standard and Poor was that we would have a Debt Management Policy in place before going out for another bond issue. Included in the packet is a proposed Debt Management Policy which is based on best practices and that the biggest section has the most impact would be in the last paragraph of the Policy that speaks about self-imposed limitations on the amount of debt. This was regarding whether we want to limit the amount of the levy related to debt. She commented that she has plugged a 15% figure in there as an example, but that the Council can decide what percentage to use. She stated that if they limit it to 15%, assuming the Fire Station moves forward, it would put constraints for future construction and that there could be issues with the Capital Improvement Plan. That could also put constraints on how much debt we would be able to issue in regards to the Public Works Facility, which is also in the Capital Improvement Plan.

Mayor Tourville stated that they would have to have a plan in place to do street infrastructure and the public works building. He commented that it wasn't that we can't do these things, but that we will have to be careful going forward.

Finance Director Smith stated that they would be limited as to how much debt they would be able to issue and still remain in compliance with the Policy.

Mayor Tourville commended the Staff and the City Council and stated that Inver Grove Heights is in the Top 10 as being one of the fiscally healthiest Cities in the State of Minnesota.

Councilmember Bartholomew questioned the adjusted debt levy amount and asked what the difference was. Finance Director Smith explained in detail the amount of the net impact on each of the debt issues. The debt levy amount would be \$640,000.

Mayor Tourville commented that it looks like the businesses have received a better tax break than residents. The public can go online and look at this information if interested. Finance Director Smith commented that if the public wanted to look at the information that we are discussing, the mean and median amount for residential value is located on Exhibit G within the packets.

City Administrator Lynch stated that the Commercial property values were not increased for two years which was reflecting throughout the County.

Councilmember Piekarski Krech commented that she felt that Staff took out additions that were important to the City Council. She questioned the staffing analysis and was concerned with cutting out some of the Fire portions.

Finance Director Smith responded that the Fire Service staffing analysis was something that they had done for the Fire Department. They felt it was in their best interest to show the need for the positions that were requested and look forward to what the staffing structure might be over the next several years.

Councilmember Piekarski Krech suggested they look around and see what is happening in neighboring Communities. She commented that she would rather put money into Staff. She stated that they didn't do a staff analysis for the Police Department and that department was able to make organizational changes. The City also didn't do a staff analysis on other departments for additional positions, including the Communication position. She commented that it is a waste of money.

City Administrator Lynch responded that our neighboring Communities of Eagan and South Metro have completed a Fire Service analysis. He stated that the direction is where the Fire Service is headed. It's not as much of a staffing analysis but more of a Fire Service analysis. He stated that those studies costs were between \$35,000 to \$50,000.

City Administrator Lynch summarized the budget and asked if the 5.75% amount was the range the Council was interested in exploring. The Resolution tonight reflects a 5.75% increase. He stated that the new budget request initially came in at more than \$900,000 so they spoke with each department head and discussed what cuts could be made to keep the monies near that amount at a percentage of between 3.5% and 5.75%. He stated that \$415,000 for the Fire Station Staff additions would have to be cut out of the budget or the budget would have to be increased to a higher levy amount. He stated that if they wanted to set the levy at a 3.5% rate increase, they would have to find \$450,000 to cut. He stated that they will continue to do budgeting work through November to get to the numbers that the Council is more comfortable with.

Councilmember Bartholomew stated that the Council have been looking at the base budget plus additions with a tax rate increase of 10.84%. He stated if we are contemplating 5.75% what we're saying is it gives us available dollars at \$2.6 million. He stated however, we can go into the Monday's council meeting with other percentages too like 4.5%, 4%. He stated we have a lot of work to do.

Councilmember Hark commented that they can come down with the levy but we can't go up.

Councilmember Perry commented that they had just heard from Fire Chief Thill that they are looking for more Fire Fighters and if we don't add the Captains, then they would have to increase the number of required hours that the paid on-call Fire Fighters would have to do. They may have to bump up the number of hours from 28 to possibly 32. She commented that she felt the Captains were a critical piece to the Fire Department and that it would be easier to cut the Police Department's Property Evidence Tech position and the \$50,000 analysis.

Mayor Tourville stated that they need to decide what the levy limit is going to be. He commented that we do not want to red line right now and pit departments against each other. He suggested taking a look at setting the levy limit at 6%. He stated that there are Cities around us that are going to Full-time Fire Departments.

Councilmember Bartholomew asked what the difference would be from 5.75% to 6%.

Councilmember Piekarski Krech suggested that Finance Director Smith run the numbers prior to Monday's Council meeting and give them figures based on the various percentages.

Mayor Tourville suggested percentages such as 4%, 4.75%, 5.5%, 6%, 6.25% and 6.5%. Then they can give them what they need to put into the final document.

Councilmember Bartholomew stated that we need to be at the ceiling before we cut down the budget additions.

Mayor Tourville stated that once that is set they will need to look at the information from the revised addition sheet of items and priorities.

Finance Director Smith was directed to update the Debt Management Policy after the CIP Plan is finalized. She stated that this needed to be done before a Bond is requested. She suggested leaving the Draft as it is for now, then see how the Capital Improvement Plan plays out and what they have for Bond issues and where the levy amount will end up. She commented that as long as this happens before they do the Bond issue it should be fine.

City Administrator Lynch stated that if there are any changes they need to get them to the County by the end of September. He commented that the media coverage has been confusing, but that they need to remember what is set on Monday goes into the tax statements that comes out in November and is reported on by the media.

The Council discussed the budget and the importance of communication and suggested that the message be clear and understandable for everyone.

## **2. Excessive Consumption of City Services and Noise and Large Assembly Ordinance Review**

Police Chief Paul Schnell stated that they will be discussing a concept to an Ordinance regarding the excessive consumption of City services. There are two components to this topic, the first is the concept around excessive consumption and then the draft language of noise and large assembly.

He stated that it becomes an issue of fairness when all property owners are paying for the excessive consumption of services. There are a number of properties across the City where there is an inordinate amount of resources invested by Staff across numerous departments. He stated that there is list of properties that they will give more emphasis to. They will coordinate with all departments to get those properties to comply and then enforce and act. He stated that the Gore property is an example of the tremendous amount of time they spend on these challenging cases.

He stated that there are two elements to the excessive consumption concept, the first being the excessive consumption of City services that focuses on issues of inspections. This includes the number of times they have to go out and respond to a complaint, do an inspection, and then afterwards they have to continually re-inspect. He stated that the City Council can decide on the exact number, for example they would have four inspections, including re-inspections, in a 12-month period for a given problem. This would not be related to building a garage, or work on their property from a Permit standpoint. This is for inspections on not maintaining the property related to public health or safety hazards. He stated that if this is put in place and they hit the number four mark, the City departments would begin to track all the time invested into bringing the properties into compliance.

Councilmember Hark asked if they would begin tracking at the fifth complaint. Police Chief Schnell responded that they would start at number five. After four, it would trigger this process in a rolling 12-month period of time instead of a calendar year. This would allow them to be able to track all the costs associated with bringing the property into compliance, and to be able to track and toll the cost which then gets billed to the property owner. If that is not paid, it could be certified back to the County with the collection on their taxes as an assessment.

He stated that the second element would be to compare the information with other departments. These types of properties tend to have high numbers of Police calls, but there are also some cases where there are people who suffer from medical issues that have code and property issues as well. He stated that this Ordinance would create an inspection element for excessive consumption and a user charge for the excessive consumption of Police services. This would not be used for families with children with mental illness or domestic violence related calls, as those do not meet the nuisance requirement that has been established in the city code. It focuses on the owners of

the activities that are occurring at the property. He stated that this could also be used for costs associated with larger parties and that it could be tracked and assessed back to the property owner.

He stated that this was just a concept. If this was something that they wanted to pursue further, he could bring back a draft model Ordinance for the City Council to look at and review legally before they begin the process of first reading, second reading, etc.

City Administrator Lynch went over an example of a nuisance property and how the excess consumption inspection would work. For example, they get a complaint about a property, they go to investigate and see a nuisance violation, they notify the owner who has a noted amount of time to address the issue. After a time, they would go out and re-inspect and then perhaps notice that they didn't take care of the problem. He stated that they would go through the Court system to get them to comply and give the owner a chance to clean up. They would have to re-inspect and if it still is not in compliance, they would go back to the Court system. He stated that sometimes they are fined and sometimes they are not. They go out and re-inspect the property again, etc. He stated that this is just an example of how they can get to the same property multiple times. There are several of these within the system. Councilmember Hark asked about the fifth, sixth, and seventh instances, and the costs that could be associated with them. He asked how other Cities charge for this. Police Chief Schnell responded that they would have to reflect actual costs. They must have adequate documentation to back-up the assessment costs.

City Administrator Lynch stated that whenever they codify fees, they have to modify the Ordinance and go through the three-reading process. They would like an opportunity in situations like these to not be a part of codification.

Mayor Tourville stated that individual departments need to communicate with each other better and that software should be shared. He commented that this shouldn't be cumbersome. Police Chief Schnell agreed that it needed to be communicated through all departments.

Community Development Director Janice Gundlach discussed the two sections of the noise amendment. The first is expanding upon the definition of a nuisance. She stated that there are two sections of the Code that needs to be addressed and that the goal is to make those two sections connect and reference each other. She stated that the Ordinance defines noise as a nuisance when it exceeds the requirements from the PCA. She described the differences between the PCA and what is in the current Code. She stated that changing this will clearly define a noisy event that creates a nuisance and has an audible sound above conversational speech at a distance of 50 feet. She stated that they also expanded on domestic power equipment and construction demolition equipment and defined the hours of operation stating that you cannot do those events during the hours of operation as follows:

- 10:00 p.m. – 7:00 a.m. during the week days.
- 9:00 p.m. – 9:00 a.m. during the weekend and Holidays.

Councilmember Piekarski Krech felt those hours could be a problem during the summer as some people are out there early, at 7:00 a.m., cutting the grass. She felt 7:00 a.m. was a reasonable start time.

Mayor Tourville questioned if a lawnmower would be included in the category of equipment.

Community Development Director Gundlach went over the exemptions drafted in the Ordinance stating that City snowplowing equipment would be exempt as well as Police and Fire vehicles responding to emergencies.

City Clerk Michelle Tesser stated that she has received a lot of complaint calls for garbage truck pickup times and for when Solicitors can come door to door. She stated that the times selected for the noise ordinance need to be consistent throughout the city code including garbage pickups and solicitors. She stated that another example that

should be addresses is when the city council extends times for contractors. She gave an example of the City Council extending drilling in the northwest area in the past.

Community Development Director Gundlach stated that there was an exception in there for special public infrastructure by authority of the Director of Public Works.

Councilmember Hark asked if there was an exemption for High School Football games.

Community Development Director Gundlach went over a variety of exemptions for different items related to schools and homes, but did not see Football games covered.

City Administrator Lynch stated that it isn't just the high school's events, but that there are other events played at the High School Stadium such as Vixen Football games. He suggested they state sporting events in the document.

Community Development Director Gundlach stated that Police Officers would be the ones who were called to address nuisance calls.

Police Chief Schnell stated that Officers are currently called on noise issues and that there isn't any clarity as to what they can do. He stated that snow removal noise issues would be easier to manage, and that they get less of those complaints as windows are generally closed in winter. Grass cutting is an issue if it's done really early or really late.

Community Development Director Gundlach mentioned that they can change a few items in the Draft she has presented and include athletic events. She stated that they can cross check Ordinances for garbage trucks and solicitors. She asked if they wanted to change the hour of the weekends to be from 9:00 p.m. to 7:00 a.m. Councilmember Piekarski Krech agreed to change the hours on the weekend.

She continued that once they start implementing things they can always change them based on the feedback they receive.

Community Development Director Gundlach discussed large assemblies and stated that they can create unanticipated negative consequences as a result. She stated that Police Chief Schnell assisted in the draft language from other Ordinances and that she put them together into Ordinance format. She stated that these would be Permits that have to be obtained if you are holding an assembly of 200 persons or greater. One exception would be for a large assembly of 50 or greater and you are renting out your property to do it. She stated an example of that point would be that if it is rented for a business, the large gathering lowers the threshold to 50. She commented that within the Ordinance there are different things that they can look at to ensure the general health and safety and to make sure that Police and Fire can get through if and when necessary. She continued that due to the many components that go along with this, the Applicant would receive an Application to fill out that includes a variety of questions that would give the City the information they need so they can make sure the Ordinance is applied correctly. She stated that the City Clerk does not have to process this specifically, but that it would be reviewed cross departmentally for all to collaborate on and then the appropriate department would sign off on them.

Mayor Tourville asked if the Application states that it must be filled out and given to the City within a certain timeframe.

The application must be filled out within 30 days.

City Clerk Tesser asked if this would go before the City Council. Community Development Director Gundlach responded that they do not intend to go before the City Council be approved Administratively.

Councilmember Hark asked if this would apply to events such as a Black Friday event with 400 people lined up outdoors. Police Chief Schnell responded that there is a commercial element included in this draft.

Councilmember Piekarski Krech questioned graduation parties or family reunions. Police Chief Schnell responded that it would not affect those types of events unless they were held and rented at a place such as a public park. Graduation parties would be if you were to rent your property to hold the event. You can have these events on your own private property, but it applied more for when people advertise.

Mayor Tourville questioned a circumstance, for example, if a person was located in an agriculture zone and wanted to have a commercial party. He asked if Staff would state they cannot have this type of event there. He stated that they cannot allow commercial operations to happen in incorrectly zoned properties. Police Chief Schnell responded that if it isn't zoned for that use, it cannot happen.

Mayor Tourville asked about the turnaround time for someone who applies for a Permit. He questioned if they would have to wait ten days or more to be told they cannot hold the party requested. Police Chief Schnell responded that they would have to tell them that the party they want to have is in an area that isn't zoned for that use. He stated that the Ordinance would allow them to take action for permitted events that are not compliant.

Mayor Tourville stated that a lot of places are asking for Insurance certificates now.

Community Development Director Gundlach responded that question is included on the Application.

Police Chief Schnell referenced an Airbnb property that was used for events within the City and stated that it was an ongoing occurrence. He commented that this Ordinance would address those types of circumstances and help with their ability to shut them down.

City Administrator Lynch stated that the process for this would be to go through a discussion and review these topics, have three readings of the ordinance and then put the code into place after January 1<sup>st</sup>.

Police Chief Schnell stated that Inver Grove Heights Days and the Best Foundation events are exempted due to the Cities involvement. The School District is also interested in this Ordinance.

Mayor Tourville would like to see Churches included on the list. Police Chief Schnell responded that those would be allowed as well.

The Council will see the Ordinance in final form in the near future.

## **B. ADJOURN**

**Motion by Hark second by Perry to adjourn the meeting at approximately 8:06 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

Meeting Date: November 13, 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 18, 2018 to November 6, 2018.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending November 6, 2018. The detail of these disbursements is attached to this memo.

|  |                                 |                       |
|--|---------------------------------|-----------------------|
|  | General & Special Revenue       | \$751,315.00          |
|  | Debt Service & Capital Projects | 1,683,598.98          |
|  | Enterprise & Internal Service   | 203,720.69            |
|  | Escrows                         | 52,804.96             |
|  | Grand Total for All Funds       | <u>\$2,691,439.63</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 18, 2018 to November 6, 2018 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING November 6, 2018**

**WHEREAS**, a list of disbursements for the period ending November 6, 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       | \$751,315.00                 |
| Debt Service & Capital Projects | 1,683,598.98                 |
| Enterprise & Internal Service   | 203,720.69                   |
| Escrows                         | 52,804.96                    |
| Grand Total for All Funds       | <u><u>\$2,691,439.63</u></u> |

Adopted by the City Council of Inver Grove Heights this 13th day of November, 2018.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk





City of Inver Grove Heights

# Expense Approval Report

By Fund

Payment Dates 10/18/2018 - 11/06/2018

| Vendor Name                        | Payable Number            | Post Date  | Description (Item)              | Account Number        | Amount    |
|------------------------------------|---------------------------|------------|---------------------------------|-----------------------|-----------|
| ABDO, EICK & MEYERS, LLP           | 100010                    | 10/31/2018 | 10/23/18                        | 101.41.2000.415.50080 | 75.00     |
| ABDO, EICK & MEYERS, LLP           | 100011                    | 10/31/2018 | 10/26/18                        | 101.41.2000.415.50080 | 75.00     |
| ABDO, EICK & MEYERS, LLP           | 100012                    | 10/31/2018 | 10/26/18                        | 101.41.2000.415.50080 | 75.00     |
| ADVANCED GRAPHIX, INC.             | 200466                    | 10/31/2018 | 10/17/18                        | 101.42.4200.423.60065 | 37.60     |
| AFSCME COUNCIL 5                   | INV0079561                | 10/26/2018 | UNION DUES (AFSCME FULL SHARE)  | 101.203.2031000       | 981.20    |
| AFSCME COUNCIL 5                   | INV0079562                | 10/26/2018 | UNION DUES (AFSCME FULL SHARE-I | 101.203.2031000       | 92.00     |
| ALADTEC, INC.                      | 2018-12555                | 11/06/2018 | 10/17/18                        | 101.42.4200.423.50070 | 3,440.00  |
| AMERICAN FLAGPOLE & FLAG CO        | 142763                    | 11/06/2018 | 10/22/18                        | 101.41.1200.414.50025 | 203.03    |
| ASPEN MILLS                        | 225560                    | 10/06/2018 | 550771                          | 101.42.4200.423.60045 | 134.40    |
| B&B PLUMBING INC.                  | 10/19/18                  | 10/23/2018 | 46659                           | 101.45.0000.3219500   | 50.00     |
| BARR ENGINEERING COMPANY           | 10/8/18                   | 10/23/2018 | 8/11/18-9/7/18 PBL              | 101.45.3200.419.30600 | 5,538.23  |
| BOLTON & MENK, INC.                | 0223114                   | 10/23/2018 | T18.116815                      | 101.43.5100.442.30300 | 912.00    |
| BOYS MECHANICAL                    | 2018-49871                | 11/06/2018 | MH2018-2697                     | 101.45.0000.3224000   | 56.00     |
| CENTURY LINK                       | 10/19/18 651 455 9072 782 | 11/06/2018 | 651 455 9072 782                | 101.42.4200.423.50020 | 40.05     |
| DAKOTA CTY FINANCIAL SVCS          | 00032186                  | 10/23/2018 | P0001753                        | 101.42.4000.421.70501 | 1,516.45  |
| DAKOTA CTY FINANCIAL SVCS          | 00032186                  | 10/23/2018 | P0001753                        | 101.42.4200.423.30700 | 1,703.09  |
| DAKOTA CTY FINANCIAL SVCS          | 00032186                  | 10/23/2018 | P0001753                        | 101.43.5200.443.30700 | 46.66     |
| DAKOTA CTY FINANCIAL SVCS          | 00032201                  | 10/23/2018 | P0001753                        | 101.43.5400.445.40020 | 789.29    |
| DAKOTA CTY FINANCIAL SVCS          | 10/25/18 P0001754         | 11/06/2018 | 00032543/00032550               | 101.42.4000.421.70501 | 61,066.00 |
| DAKOTA ELECTRIC ASSN               | 1001141-5 10/18           | 10/18/2018 | Electric                        | 101.42.4200.423.40020 | 122.63    |
| DAKOTA ELECTRIC ASSN               | 246837-9 10/18            | 10/18/2018 | Electric                        | 101.44.6000.451.40020 | 1,957.06  |
| DAKOTA ELECTRIC ASSN               | 250165-8 10/18            | 10/18/2018 | Electric                        | 101.44.6000.451.40020 | 694.46    |
| DAKOTA ELECTRIC ASSN               | 393563-2 10/18            | 10/18/2018 | Electric                        | 101.44.6000.451.40020 | 445.56    |
| DAKOTA ELECTRIC ASSN               | 426713-4 10/18            | 10/18/2018 | Electric                        | 101.43.5400.445.40020 | 45.29     |
| DAKOTA ELECTRIC ASSN               | 443054-2 10/18            | 10/18/2018 | Electric                        | 101.44.6000.451.40020 | 17.00     |
| DAKOTA ELECTRIC ASSN               | 109394-7 10/18            | 10/18/2018 | Electric                        | 101.43.5400.445.40020 | 1,170.55  |
| 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    |
| EFTPS                              | INV0079581                | 10/26/2018 | FEDERAL WITHHOLDING             | 101.203.2030200       | 48,986.09 |
| EFTPS                              | INV0079583                | 10/26/2018 | MEDICARE WITHHOLDING            | 101.203.2030500       | 15,244.48 |
| EFTPS                              | INV0079584                | 10/26/2018 | SOCIAL SECURITY WITHHOLDING     | 101.203.2030400       | 45,992.12 |
| EFTPS                              | INV0079585                | 10/26/2018 | FEDERAL WITHHOLDING             | 101.203.2030200       | 2,657.04  |
| EFTPS                              | INV0079587                | 10/26/2018 | MEDICARE WITHHOLDING            | 101.203.2030500       | 395.20    |
| EFTPS                              | INV0079589                | 10/26/2018 | MEDICARE WITHHOLDING            | 101.203.2030500       | 1.96      |
| EFTPS                              | INV0079590                | 10/26/2018 | SOCIAL SECURITY WITHHOLDING     | 101.203.2030400       | 8.38      |
| EFTPS                              | INV0079597                | 10/30/2018 | FEDERAL WITHHOLDING             | 101.203.2030200       | 824.22    |
| EFTPS                              | INV0079599                | 10/30/2018 | MEDICARE WITHHOLDING            | 101.203.2030500       | 402.60    |
| EFTPS                              | INV0079600                | 10/30/2018 | SOCIAL SECURITY WITHHOLDING     | 101.203.2030400       | 1,721.58  |
| EMERGENCY RESPONSE SOLUTIONS       | 11852                     | 10/31/2018 | 10/18/18                        | 101.42.4200.423.50035 | 14.23     |
| EYEMED                             | 163680482                 | 11/06/2018 | NOVEMBER 2018                   | 101.203.2032700       | 264.55    |
| FIRE MARSHALS ASSOCIATION OF MN    | 10/20/18                  | 10/31/2018 | GAS SEMINAR 10/16/18-10/17/18   | 101.42.4200.423.50080 | 150.00    |
| FIRSTSCRIBE                        | 2478284                   | 10/23/2018 | 9/1/18                          | 101.43.5100.442.40044 | 250.00    |
| FIRSTSCRIBE                        | 2478603                   | 10/23/2018 | 10/1/188                        | 101.43.5100.442.40044 | 250.00    |
| FORCE AMERICA, INC.                | IN001-1280910             | 10/31/2018 | 366100                          | 101.43.5200.443.30700 | 55.74     |
| FURLONG FARMS                      | 485276                    | 11/06/2018 | 10/19/18                        | 101.44.6000.451.60065 | 1,500.00  |
| GALLS INC                          | 011002315                 | 11/06/2018 | 10/24/18                        | 101.45.3300.419.60040 | 148.39    |
| GENESIS EMPLOYEE BENEFITS ACH ONLY | INV0079054                | 10/12/2018 | HSA ELECTION-FAMILY             | 101.203.2032500       | 2,952.01  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY | INV0079055                | 10/12/2018 | HSA ELECTION-SINGLE             | 101.203.2032500       | 4,557.45  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY | INV0079566                | 10/26/2018 | HSA ELECTION-FAMILY             | 101.203.2032500       | 4,707.38  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY | INV0079567                | 10/26/2018 | HSA ELECTION-SINGLE             | 101.203.2032500       | 4,557.45  |
| GENESIS EMPLOYEE BENEFITS, INC     | IN1339192                 | 10/23/2018 | 8/1/18-8/31/18                  | 101.42.4000.421.30550 | 42.29     |
| GENESIS EMPLOYEE BENEFITS, INC     | IN1355938                 | 10/23/2018 | 9/1/18-9/30/18                  | 101.42.4000.421.30550 | 40.00     |
| GENESIS EMPLOYEE BENEFITS, INC     | IN1364223                 | 11/06/2018 | 9/1/18-9/30/18                  | 101.42.4000.421.30550 | 42.29     |
| GENESIS EMPLOYEE BENEFITS, INC     | 10/31/18                  | 10/31/2018 | FLEX COMP SPEND DED PAY         | 101.203.2031500       | 2,307.72  |
| GERTENS                            | 2050/12                   | 10/31/2018 | 103566                          | 101.44.6000.451.60016 | 4,925.00  |
| GRIES ARCHITECTURAL GROUP          | 10/19/18                  | 10/23/2018 | PLANNING FEE REIMBURSEMENT      | 101.45.0000.3413000   | 196.00    |
| HARDWOOD CREEK LUMBER, INC.        | 10966                     | 10/23/2018 | 12/20/17                        | 101.43.5100.442.60065 | 243.50    |
| HOISINGTON KOEGLER GROUP INC.      | 018-028-4                 | 10/31/2018 | 018-028                         | 101.44.6000.451.30700 | 510.00    |
| ICMA MEMBERSHIP RENEWALS           | 2019 RENEWAL              | 11/06/2018 | MEMBER #140748                  | 101.41.1100.413.50070 | 1,246.62  |
| 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  |
| ICMA RETIREMENT TRUST - 457        | INV0079560                | 10/26/2018 | 457 - ROTH AGE 50+              | 101.203.2031400       | 100.00    |

| Vendor Name                        | Payable Number              | Post Date  | Description (Item)               | Account Number        | Amount    |
|------------------------------------|-----------------------------|------------|----------------------------------|-----------------------|-----------|
| ICMA RETIREMENT TRUST - 457        | INV0079568                  | 10/26/2018 | ICMA-AGE <49 %                   | 101.203.2031400       | 6,924.10  |
| ICMA RETIREMENT TRUST - 457        | INV0079569                  | 10/26/2018 | ICMA-AGE <49                     | 101.203.2031400       | 5,201.54  |
| ICMA RETIREMENT TRUST - 457        | INV0079570                  | 10/26/2018 | ICMA-AGE 50+ %                   | 101.203.2031400       | 479.49    |
| ICMA RETIREMENT TRUST - 457        | INV0079571                  | 10/26/2018 | ICMA-AGE 50+                     | 101.203.2031400       | 5,401.91  |
| ICMA RETIREMENT TRUST - 457        | INV0079572                  | 10/26/2018 | ICMA (EMPLOYER SHARE ADMIN)      | 101.203.2031400       | 88.57     |
| ICMA RETIREMENT TRUST - 457        | INV0079579                  | 10/26/2018 | ROTH IRA (AGE 49 & UNDER)        | 101.203.2032400       | 2,143.07  |
| ICMA RETIREMENT TRUST - 457        | INV0079580                  | 10/26/2018 | ROTH IRA (AGE 50 & OVER)         | 101.203.2032400       | 400.00    |
| ICMA RETIREMENT TRUST - 457        | INV0079593                  | 10/30/2018 | ICMA-AGE <49 %                   | 101.203.2031400       | 11.92     |
| ICMA RETIREMENT TRUST - 457        | INV0079594                  | 10/30/2018 | ICMA-AGE 50+ %                   | 101.203.2031400       | 10.42     |
| ING DIRECT                         | INV0079081                  | 10/12/2018 | MSRS-HCSP                        | 101.203.2032200       | 20,389.41 |
| ING DIRECT                         | INV0079588                  | 10/26/2018 | MSRS-HCSP                        | 101.203.2032200       | 7,146.74  |
| INNOVATIVE OFFICE SOLUTIONS        | SUM-042655                  | 10/23/2018 | S28777                           | 101.41.1100.413.60070 | 41.79     |
| INNOVATIVE OFFICE SOLUTIONS        | SUM-042655                  | 10/23/2018 | S28777                           | 101.41.1200.414.50025 | 203.64    |
| INNOVATIVE OFFICE SOLUTIONS        | SUM-042655                  | 10/23/2018 | S28777                           | 101.44.6000.451.40040 | 2,685.36  |
| INNOVATIVE OFFICE SOLUTIONS        | SUM-042655                  | 10/23/2018 | S28777                           | 101.45.3200.419.60010 | 12.44     |
| INNOVATIVE OFFICE SOLUTIONS        | SUM-042655                  | 10/23/2018 | S28777                           | 101.45.3300.419.60010 | 665.62    |
| INNOVATIVE OFFICE SOLUTIONS        | SUM-042655                  | 10/23/2018 | S28777                           | 101.45.3300.419.60040 | 93.82     |
| LAW ENFORCEMENT TARGETS INC        | 0396130-IN                  | 10/23/2018 | 0005154                          | 101.42.4000.421.60018 | 325.00    |
| LEAGUE OF MN CITIES                | 283494                      | 11/06/2018 | 10/23/18                         | 101.41.1100.413.50080 | 1,670.00  |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 AT&T Wireless   | 10/16/2018 | Legal                            | 101.43.5000.441.30420 | 24.00     |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Community D     | 10/16/2018 | Legal                            | 101.45.3000.419.30420 | 724.00    |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Council Meeti   | 10/16/2018 | Legal                            | 101.41.1000.413.30401 | 360.00    |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Edgar Garage    | 10/16/2018 | Legal                            | 101.43.5100.442.30420 | 55.00     |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Engineering     | 10/16/2018 | Legal                            | 101.43.5100.442.30420 | 1,070.50  |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Inver Hills Tar | 10/16/2018 | Legal                            | 101.45.3200.419.30420 | 125.50    |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Mayor/CC        | 10/16/2018 | Legal                            | 101.41.1000.413.30420 | 11,355.10 |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Parks           | 10/16/2018 | Legal                            | 101.44.6000.451.30420 | 806.00    |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Planning        | 10/16/2018 | Legal                            | 101.45.3200.419.30420 | 788.50    |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Police          | 10/16/2018 | Legal                            | 101.42.4000.421.30420 | 24.00     |
| LEVANDER, GILLEN & MILLER P.A.     | 81000E 9/18 Public Works    | 10/16/2018 | Legal                            | 101.43.5000.441.30420 | 152.00    |
| LOCAL GOVERNMENT INFORMATION SYST  | 45792                       | 10/23/2018 | 106325                           | 101.42.4000.421.70501 | 60.00     |
| MADISON NATIONAL LIFE INSURANCE CO | 1318003                     | 11/06/2018 | GROUP #012439 NOVEMBER 2018      | 101.203.2031700       | 2,656.81  |
| MADISON NATIONAL LIFE INSURANCE CO | 1318003                     | 11/06/2018 | GROUP #012439 NOVEMBER 2018      | 101.42.4000.421.20630 | 21.60     |
| MINNESOTA DEPARTMENT OF HUMAN SE   | INV0079563                  | 10/26/2018 | STEVE HER FEIN/TAXPAYER ID: 4160 | 101.203.2032100       | 439.04    |
| MINNESOTA DEPARTMENT OF HUMAN SE   | INV0079564                  | 10/26/2018 | JOEL JACKSON FEIN/TAXPAYER ID: 4 | 101.203.2032100       | 294.18    |
| MINNESOTA DEPARTMENT OF HUMAN SE   | INV0079565                  | 10/26/2018 | 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 DEPT OF REVENUE                 | Sept - 18                   | 10/22/2018 | Taxes                            | 101.207.2070300       | 153.25    |
| MN DEPT OF REVENUE                 | Sept - 18 CR                | 10/22/2018 | Taxes                            | 101.207.2070300       | (0.15)    |
| MN DEPT OF REVENUE                 | INV0079582                  | 10/26/2018 | STATE WITHHOLDING                | 101.203.2030300       | 23,460.49 |
| MN DEPT OF REVENUE                 | INV0079586                  | 10/26/2018 | STATE WITHHOLDING                | 101.203.2030300       | 985.48    |
| MN DEPT OF REVENUE                 | INV0079598                  | 10/30/2018 | STATE WITHHOLDING                | 101.203.2030300       | 499.14    |
| MN LIFE INSURANCE CO               | NOVEMBER 2018               | 11/06/2018 | POLICY #0027324                  | 101.203.2030900       | 3,345.27  |
| MN LIFE INSURANCE CO               | NOVEMBER 2018               | 11/06/2018 | POLICY #0027324                  | 101.45.3000.419.20620 | 0.80      |
| MN NCPERS LIFE INSURANCE           | 10/19/18                    | 11/06/2018 | NOVEMBER 2018                    | 101.203.2031600       | 320.00    |
| MN STATE FIRE DEPT ASSOC           | 2019                        | 10/23/2018 | 2019 MSFDA                       | 101.42.4200.423.50070 | 495.00    |
| NDC4                               | 4-2018 (6)                  | 10/31/2018 | 10/18/18                         | 101.41.1100.413.30500 | 99.00     |
| NRG ENERGY INC                     | 000857145512                | 10/23/2018 | 008000127767                     | 101.43.5400.445.40020 | 1,827.82  |
| NRG ENERGY INC                     | 000857145512                | 10/23/2018 | 008000127767                     | 101.44.6000.451.40020 | 36.32     |
| NRG ENERGY INC                     | 000857145518                | 10/23/2018 | 008000127768                     | 101.43.5400.445.40020 | 1,424.79  |
| NRG ENERGY INC                     | 000857145518                | 10/23/2018 | 008000127768                     | 101.44.6000.451.40020 | 364.02    |
| NRG ENERGY INC                     | 000857145519                | 10/23/2018 | 008000130189                     | 101.42.4200.423.40020 | 1,866.56  |
| NRG ENERGY INC                     | 000857145519                | 10/23/2018 | 008000130189                     | 101.44.6000.451.40020 | 234.03    |
| NRG ENERGY INC                     | 000857170882                | 11/06/2018 | 008000127767                     | 101.43.5400.445.40020 | 1,615.37  |
| NRG ENERGY INC                     | 000857170882                | 11/06/2018 | 008000127767                     | 101.44.6000.451.40020 | 32.10     |
| NRG ENERGY INC                     | 000857170888                | 11/06/2018 | 008000127768                     | 101.43.5400.445.40020 | 1,259.17  |
| NRG ENERGY INC                     | 000857170888                | 11/06/2018 | 008000127768                     | 101.44.6000.451.40020 | 321.70    |
| NRG ENERGY INC                     | 000857170889                | 11/06/2018 | 008000130189                     | 101.42.4200.423.40020 | 1,636.18  |
| NRG ENERGY INC                     | 000857170889                | 11/06/2018 | 008000130189                     | 101.44.6000.451.40020 | 205.26    |
| 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 F   | 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 P  | 101.203.2030600       | 25,075.60 |
| PERA                               | INV0079573                  | 10/26/2018 | PERA COORDINATED PLAN            | 101.203.2030600       | 40,726.10 |
| PERA                               | INV0079574                  | 10/26/2018 | EMPLOYER SHARE (EXTRA PERA)      | 101.203.2030600       | 3,132.81  |
| PERA                               | INV0079575                  | 10/26/2018 | PERA DEFINED PLAN                | 101.203.2030600       | 69.23     |
| PERA                               | INV0079576                  | 10/26/2018 | EMPLOYER SHARE (PERA DEFINED F   | 101.203.2030600       | 69.23     |
| PERA                               | INV0079577                  | 10/26/2018 | PERA POLICE & FIRE PLAN          | 101.203.2030600       | 15,878.70 |
| PERA                               | INV0079578                  | 10/26/2018 | EMPLOYER SHARE (POLICE & FIRE P  | 101.203.2030600       | 23,818.13 |
| PERA                               | INV0079595                  | 10/30/2018 | PERA COORDINATED PLAN            | 101.203.2030600       | 1,448.62  |
| PERA                               | INV0079596                  | 10/30/2018 | EMPLOYER SHARE (EXTRA PERA)      | 101.203.2030600       | 111.49    |
| PRECISE MRM                        | IN200-1018619               | 10/31/2018 | 000208                           | 101.43.5200.443.30700 | 27.58     |
| PROFESSIONAL LAW ENFORCEMENT ASS   | 2018 FALL TRAINING SES      | 10/31/2018 | 2018 FALL TRAINING SESSION       | 101.42.4000.421.50080 | 35.00     |
| SAFE-FAST, INC.                    | INV206614                   | 10/23/2018 | INVERGRV01                       | 101.43.5100.442.60040 | 267.99    |
| SHORT ELLIOTT HENDRICKSON, INC.    | 355119                      | 10/23/2018 | 4340                             | 101.43.5100.442.30300 | 1,015.85  |
| SHRED-IT                           | 8125801536                  | 10/23/2018 | 15212695                         | 101.42.4000.421.30700 | 112.22    |
| STREICHER'S                        | I1335684                    | 10/23/2018 | 285                              | 101.42.4000.421.60018 | 306.38    |
| STREICHER'S                        | I1337153                    | 11/06/2018 | 285                              | 101.42.4000.421.60018 | 4,023.80  |
| TYLER TECHNOLOGIES, INC            | 025-239651                  | 10/31/2018 | 41443                            | 101.41.2000.415.40044 | 438.00    |
| U.S. HEALTHWORKS                   | 0091712-MN                  | 10/23/2018 | 006745                           | 101.41.1100.413.30500 | 110.00    |

| Vendor Name                              | Payable Number             | Post Date  | Description (Item)             | Account Number        | Amount            |
|------------------------------------------|----------------------------|------------|--------------------------------|-----------------------|-------------------|
| U.S. HEALTHWORKS                         | 0091925-MN                 | 11/06/2018 | 006745                         | 101.41.1100.413.30500 | 80.00             |
| UNIFIRST CORPORATION                     | 090 0445262                | 10/31/2018 | 1051948                        | 101.43.5200.443.60045 | 45.99             |
| UNIFIRST CORPORATION                     | 090 0445262                | 10/31/2018 | 1051948                        | 101.44.6000.451.60045 | 30.19             |
| UNIFIRST CORPORATION                     | 090 0446305                | 10/31/2018 | 1051948                        | 101.43.5200.443.60045 | 45.99             |
| UNIFIRST CORPORATION                     | 090 0446305                | 10/31/2018 | 1051948                        | 101.44.6000.451.60045 | 30.19             |
| VALLEY IMAGES PHOTOGRAPHY - MARK C       | 1110                       | 10/23/2018 | 8/19/18                        | 101.42.4000.421.30700 | 70.00             |
| VERIFIED CREDENTIALS, INC.               | 286462                     | 11/06/2018 | 10/31/18                       | 101.41.1100.413.30500 | 357.75            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.41.1000.413.50020 | 175.05            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.41.1300.413.50020 | 309.75            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.42.4000.421.50020 | 841.59            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.42.4200.423.50020 | 707.18            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.43.5100.442.50020 | 262.95            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.43.5200.443.50020 | 396.79            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.44.6000.451.50020 | 317.30            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.45.3000.419.50020 | 35.01             |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 101.45.3300.419.50020 | 251.55            |
| WEBBER RECREATIONAL DESIGN, INC.         | 889                        | 10/31/2018 | 10/2/18                        | 101.44.6000.451.40047 | 1,056.00          |
| WEBBER RECREATIONAL DESIGN, INC.         | 1203                       | 11/06/2018 | 10/12/18                       | 101.44.6000.451.40047 | 226.50            |
| <b>Fund: 101 - GENERAL FUND</b>          |                            |            |                                |                       | <b>679,325.34</b> |
| ST PAUL ARENA COMPANY, LLC               | SPAC0002730                | 11/06/2018 | OCTOBER 2018                   | 201.44.1600.465.50025 | 200.00            |
| <b>Fund: 201 - C.V.B. FUND</b>           |                            |            |                                |                       | <b>200.00</b>     |
| GL SPORTS CAMPS, LLC                     | 17503R1                    | 10/31/2018 | AT175                          | 204.44.6100.452.30700 | 1,467.00          |
| MAYER ARTS INC                           | 3112                       | 11/06/2018 | 10/22/18                       | 204.44.6100.452.30700 | 511.00            |
| MN DEPT OF COMMERCE                      | CK# 210712                 | 10/22/2018 | 2018 UNCLAIMED PROPERTY-LESLIE | 204.44.6100.452.70450 | 5.00              |
| MN DEPT OF REVENUE                       | Sept - 18                  | 10/22/2018 | Taxes                          | 204.207.2070300       | 262.80            |
| SCHEMA. JUSTIN OR ANGELA                 | 10/26/18                   | 11/06/2018 | REFUND - SCHEDULE CONFLICT     | 204.44.0000.3470000   | 55.00             |
| STAFF, JASON                             | 10/5/18                    | 10/23/2018 | SOFTBALL LEAGUE CHAMPION       | 204.44.6100.452.60009 | 115.00            |
| USTA NORTHERN SECTION                    | 24041                      | 11/06/2018 | 10/12/18                       | 204.44.6100.452.30700 | 561.00            |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 204.44.6100.452.50020 | 51.60             |
| <b>Fund: 204 - RECREATION FUND</b>       |                            |            |                                |                       | <b>3,028.40</b>   |
| DANE MICHAEL CRAMER                      | 11200                      | 10/23/2018 | 10/9/18                        | 205.44.6200.453.40040 | 2,900.00          |
| DANE MICHAEL CRAMER                      | 11201                      | 10/19/2018 | 10/9/18                        | 205.44.6200.453.40040 | 9,500.00          |
| DANE MICHAEL CRAMER                      | 11202                      | 10/23/2018 | 10/9/18                        | 205.44.6200.453.40040 | 13,400.00         |
| DANE MICHAEL CRAMER                      | 11203                      | 10/23/2018 | 10/9/18                        | 205.44.6200.453.40040 | 3,250.00          |
| DANE MICHAEL CRAMER                      | 11203                      | 10/23/2018 | 10/9/18                        | 205.44.6200.453.40040 | 3,250.00          |
| DANE MICHAEL CRAMER                      | 11204                      | 10/23/2018 | 10/9/18                        | 205.44.6200.453.40040 | 3,800.00          |
| DANE MICHAEL CRAMER                      | 11204                      | 10/23/2018 | 10/9/18                        | 205.44.6200.453.40040 | 3,800.00          |
| HOSTETLER, DELWOOD                       | 10/17/18                   | 11/06/2018 | REFUND REGISTRATION            | 205.44.0000.3493501   | 49.00             |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-042655                 | 10/23/2018 | S28777                         | 205.44.6200.453.60040 | 12.62             |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-042655                 | 10/23/2018 | S28777                         | 205.44.6200.453.60040 | 417.06            |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-042655                 | 10/23/2018 | S28777                         | 205.44.6200.453.60065 | 41.28             |
| KRECH, BETTY                             | 10/22/18                   | 11/06/2018 | UCARE DISCOUNT                 | 205.44.0000.3493501   | 15.00             |
| KRECH, LINDA                             | 10/22/18                   | 11/06/2018 | UCARE DISCOUNT                 | 205.44.0000.3493501   | 15.00             |
| MAAS, RONI                               | 2/18/18                    | 07/11/2018 | REIMBURSE - ICE SHOW           | 205.44.6200.453.60065 | 115.86            |
| MASS/MRPA                                | 2018 RENEWAL               | 10/31/2018 | 2018 RENEWAL                   | 205.44.6200.453.50070 | 25.00             |
| MEDICINE LAKE TOURS                      | 10/8/18                    | 10/31/2018 | 10/17/18 TRIP                  | 205.44.6200.453.50090 | 2,010.00          |
| MN DEPT OF REVENUE                       | Sept - 18                  | 10/22/2018 | Taxes                          | 205.207.2070300       | 6,666.11          |
| NAC MECHANICAL & ELECTRICAL SERVICE      | 153450                     | 11/06/2018 | 8712-1                         | 205.44.6200.453.40040 | 4,865.06          |
| NAC MECHANICAL & ELECTRICAL SERVICE      | 153453                     | 11/06/2018 | 8712-1                         | 205.44.6200.453.40040 | 7,045.28          |
| PERFECTION PLUS, INC                     | 1128935                    | 10/31/2018 | 10/1/18                        | 205.44.6200.453.40040 | 5,857.50          |
| PETTY CASH - TERI O'CONNOR               | 10/16/18                   | 10/23/2018 | HOCKEY SEASON 2018-2019        | 205.100.1010400       | 1,500.00          |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 205.44.6200.453.50020 | 73.09             |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 205.44.6200.453.50020 | 73.08             |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 205.44.6200.453.50020 | 23.01             |
| VERIZON WIRELESS                         | 9817114419                 | 11/06/2018 | Telephone                      | 205.44.6200.453.50020 | 57.31             |
| <b>Fund: 205 - COMMUNITY CENTER</b>      |                            |            |                                |                       | <b>68,761.26</b>  |
| METROPOLITAN COUNCIL                     | SEPTEMBER 2018             | 11/06/2018 | SEPTEMBER 2018                 | 404.217.2170000       | 7,455.00          |
| <b>Fund: 404 - SEWER CONNECTION FUND</b> |                            |            |                                |                       | <b>7,455.00</b>   |
| COST, PLANNING AND MANAGEMENT INTE       | 6931                       | 11/06/2018 | 18208                          | 434.42.4200.423.30700 | 3,190.58          |
| CUSTOMIZED FIRE RECUE TRAINING INC.      | 1325                       | 10/23/2018 | 10/17/18                       | 434.42.4200.423.30700 | 500.00            |
| KAMISH EXCAVATING                        | 18-109                     | 11/06/2018 | 10/24/18                       | 434.42.4200.423.30700 | 1,950.00          |
| LEVANDER, GILLEN & MILLER P.A.           | 81000E 9/18 Fire Station N | 10/16/2018 | Legal                          | 434.42.4200.423.30420 | 1,540.00          |
| WENDEL ADG, LLC                          | 350040                     | 10/23/2018 | 600801                         | 434.42.4200.423.30200 | 22,097.52         |
| <b>Fund: 434 - 2014 IMPROVEMENT FUND</b> |                            |            |                                |                       | <b>29,278.10</b>  |
| PEMBER COMPANIES, INC.                   | PAY REQUEST #2             | 10/23/2018 | DOG PARK IMPROVEMENTS          | 436.44.5900.736.80300 | 215,732.04        |
| PEMBER COMPANIES, INC.                   | PAY REQUEST #3             | 11/06/2018 | HERITAGE VILLAGE DOG PARK      | 436.44.5900.736.80300 | 193,811.68        |
| RIVARD STONE, INC.                       | 97282                      | 11/06/2018 | 95952                          | 436.44.5900.736.30700 | 3,975.00          |
| SHORT ELLIOTT HENDRICKSON, INC.          | 355983                     | 10/23/2018 | 4340                           | 436.50.5900.736.30300 | 1,547.10          |
| SHORT ELLIOTT HENDRICKSON, INC.          | 357006                     | 10/23/2018 | 4340                           | 436.50.5900.736.30300 | 3,275.40          |
| <b>Fund: 436 - 2016 IMPROVEMENT FUND</b> |                            |            |                                |                       | <b>418,341.22</b> |
| AMERICAN ENGINEERING TESTING, INC.       | 903692                     | 10/23/2018 | inv001                         | 437.44.5900.737.30300 | 4,402.50          |
| BARR ENGINEERING COMPANY                 | 23191381.00-4              | 10/23/2018 | CITY PROJECT 2017-17           | 437.73.5900.737.30300 | 5,026.50          |
| BARR ENGINEERING COMPANY                 | 23191381.00-5              | 10/23/2018 | 2017-17                        | 437.73.5900.737.30300 | 1,805.50          |
| BECKER ARENA PRODUCTS, INC.              | PAY VO. NO. 4              | 10/26/2018 | CITY PROJECT NO. 2017-1722     | 437.44.5900.737.80200 | 19,251.72         |
| EVERGREEN LAND SERVICES                  | 00-12011                   | 11/06/2018 | 10/17/18                       | 437.44.5900.737.30700 | 80.00             |
| KIMLEY-HORN & ASSOCIATES, INC.           | 11762652                   | 10/23/2018 | 160509033.3                    | 437.44.5900.737.30300 | 1,028.20          |

| Vendor Name                                 | Payable Number             | Post Date  | Description (Item)                 | Account Number        | Amount            |
|---------------------------------------------|----------------------------|------------|------------------------------------|-----------------------|-------------------|
| KIMLEY-HORN & ASSOCIATES, INC.              | 11925005                   | 10/23/2018 | 160509033.3                        | 437.44.5900.737.30300 | 4,507.65          |
| LEVANDER, GILLEN & MILLER P.A.              | 81000E 9/18 Heritage Park  | 10/16/2018 | Legal                              | 437.44.5900.737.30420 | 2,494.53          |
| MCNAMARA CONTRACTING INC                    | PAY VO. NO. 6              | 10/23/2018 | CITY PROJECT NO. 2015-09D, 2017-21 | 437.44.5900.737.80300 | 305,960.99        |
| <b>Fund: 437 - 2017 IMPROVEMENT FUND</b>    |                            |            |                                    |                       | <b>344,557.59</b> |
| AMERICAN ENGINEERING TESTING, INC.          | 902779                     | 10/23/2018 | INV001                             | 438.42.4200.423.30300 | 7,894.98          |
| AMERICAN ENGINEERING TESTING, INC.          | 903636                     | 10/23/2018 | INV001                             | 438.42.4200.423.30300 | 4,551.00          |
| AMERICAN ENGINEERING TESTING, INC.          | 903637                     | 10/23/2018 | INV001                             | 438.73.5900.738.30300 | 834.60            |
| SRF CONSULTING GROUP, INC                   | 10970.01-4                 | 10/23/2018 | 2018-08                            | 438.42.4200.423.30300 | 14,289.01         |
| SRF CONSULTING GROUP, INC                   | 10970.02-4                 | 10/23/2018 | 2018-11                            | 438.42.4200.423.30300 | 576.48            |
| STANTEC CONSULTING SERVICES INC.            | 1419467                    | 10/23/2018 | 92607                              | 438.73.5900.738.30300 | 2,414.87          |
| XCEL ENERGY                                 | 610575952                  | 10/23/2018 | 51-0012414996-5                    | 438.73.5900.738.30700 | 125,553.00        |
| <b>Fund: 438 - 2018 IMPROVEMENT FUND</b>    |                            |            |                                    |                       | <b>156,113.94</b> |
| AMERICAN ENGINEERING TESTING, INC.          | 902780                     | 10/23/2018 | INV001                             | 440.74.5900.740.30300 | 4,947.12          |
| AMERICAN ENGINEERING TESTING, INC.          | 903033                     | 10/23/2018 | INV001                             | 440.74.5900.740.30300 | 13,029.90         |
| AMERICAN ENGINEERING TESTING, INC.          | 903635                     | 10/23/2018 | INV001                             | 440.74.5900.740.30300 | 6,281.00          |
| AMERICAN ENGINEERING TESTING, INC.          | 903689                     | 10/23/2018 | INV001                             | 440.74.5900.740.30300 | 4,975.05          |
| BOLTON & MENK, INC.                         | 0221899                    | 10/23/2018 | T18.116599                         | 440.74.5900.740.30300 | 17,566.00         |
| BOLTON & MENK, INC.                         | 0223273                    | 10/23/2018 | T18-116599                         | 440.74.5900.740.30300 | 6,496.50          |
| EVERGREEN LAND SERVICES                     | 00-11949                   | 10/23/2018 | T18.116815                         | 440.74.5900.740.30300 | 400.00            |
| KIMLEY-HORN & ASSOCIATES, INC.              | 11762647                   | 10/23/2018 | 160509021.3                        | 440.74.5900.740.30300 | 6,315.39          |
| KIMLEY-HORN & ASSOCIATES, INC.              | 11925000                   | 10/23/2018 | 160509021.3                        | 440.74.5900.740.30300 | 6,569.34          |
| MCNAMARA CONTRACTING INC                    | PAY VO. NO. 4              | 09/18/2018 | CITY PROJECT NO. 2015-09D          | 440.74.5900.740.80300 | 579,307.15        |
| METZEN REALTY, INC.                         | 82                         | 10/23/2018 | 10/8/18                            | 440.74.5900.740.30300 | 15,000.00         |
| SHORT ELLIOTT HENDRICKSON, INC.             | 355841                     | 10/23/2018 | 4340                               | 440.74.5900.740.30300 | 10,205.94         |
| SHORT ELLIOTT HENDRICKSON, INC.             | 338636                     | 10/23/2018 | 4340                               | 440.74.5900.740.30300 | 3,639.01          |
| SHORT ELLIOTT HENDRICKSON, INC.             | 338636                     | 10/23/2018 | 4340                               | 440.74.5900.740.30300 | 1,922.42          |
| SHORT ELLIOTT HENDRICKSON, INC.             | 357517                     | 10/23/2018 | 4340                               | 440.74.5900.740.30300 | 138.17            |
| SRF CONSULTING GROUP, INC                   | 09278.00-17                | 10/23/2018 | UPPER 55TH STREET                  | 440.74.5900.740.30300 | 1,834.64          |
| <b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b> |                            |            |                                    |                       | <b>678,627.63</b> |
| BOLTON & MENK, INC.                         | 0222004                    | 10/23/2018 | T18.113208                         | 446.74.5900.746.30300 | 362.50            |
| BOLTON & MENK, INC.                         | 0223272                    | 10/23/2018 | T18.108658                         | 446.74.5900.746.30300 | 145.00            |
| EVERGREEN LAND SERVICES                     | 00-11997                   | 10/23/2018 | 9/17/18                            | 446.74.5900.746.30700 | 80.00             |
| LEVANDER, GILLEN & MILLER P.A.              | 81000E 9/18 #1503-65th S   | 10/16/2018 | Legal                              | 446.74.5900.746.30420 | 164.00            |
| LEVANDER, GILLEN & MILLER P.A.              | 81000E 9/18 #1513-Impr P   | 10/16/2018 | Legal                              | 446.74.5900.746.30420 | 62.50             |
| LEVANDER, GILLEN & MILLER P.A.              | 81000E 9/18 #1724 65th &   | 10/16/2018 | Legal                              | 446.74.5900.746.30420 | 111.50            |
| SAFETY SIGNS                                | 181093                     | 10/23/2018 | 2017-02                            | 446.74.5900.746.30300 | 400.00            |
| WSB & ASSOCIATES, INC.                      | 6/29/18 13                 | 10/23/2018 | 0-003599-000                       | 446.74.5900.746.30300 | 2,422.75          |
| WSB & ASSOCIATES, INC.                      | R-012429-000-3             | 10/23/2018 | TH 3 65TH STREET IMPROVEMENTS      | 446.74.5900.746.30300 | 36,572.75         |
| <b>Fund: 446 - NW AREA</b>                  |                            |            |                                    |                       | <b>40,321.00</b>  |
| LEVANDER, GILLEN & MILLER P.A.              | 81000E 9/18 Acq. of Gore l | 10/16/2018 | Legal                              | 449.45.3000.419.30420 | 1,044.00          |
| LEVANDER, GILLEN & MILLER P.A.              | 81000E 9/18 Americlnn Lai  | 10/16/2018 | Legal                              | 449.45.3000.419.30420 | 152.00            |
| <b>Fund: 449 - COMMUNITY PROPERTY</b>       |                            |            |                                    |                       | <b>1,196.00</b>   |
| BARR ENGINEERING COMPANY                    | 10/8/18                    | 10/23/2018 | 8/11/18-9/7/18 PBL                 | 451.75.5900.751.30700 | 6,708.50          |
| JOEL CARLSON                                | 10/15/18                   | 10/23/2018 | NOVEMBER 2018                      | 451.75.5900.751.30700 | 1,000.00          |
| <b>Fund: 451 - HOST COMMUNITY FUND</b>      |                            |            |                                    |                       | <b>7,708.50</b>   |
| CITY OF BLOOMINGTON                         | 1800285                    | 11/06/2018 | 11/1/18                            | 501.50.7100.512.30700 | 420.00            |
| CORE & MAIN LP                              | J622725                    | 10/23/2018 | 099872                             | 501.50.7100.512.40043 | 460.00            |
| GOPHER STATE ONE-CALL                       | 8100470                    | 11/06/2018 | MN00435                            | 501.50.7100.512.30700 | 714.15            |
| HYDRODESIGNS, INC                           | 0049956-IN                 | 11/06/2018 | INVERGR                            | 501.50.7100.512.30700 | 1,247.25          |
| MADISON NATIONAL LIFE INSURANCE CO          | 1318003                    | 11/06/2018 | GROUP #012439 NOVEMBER 2018        | 501.50.7100.512.20630 | 19.62             |
| MCNAMARA CONTRACTING INC                    | 11/2/18                    | 11/06/2018 | REFUND HYDRANT PERMIT #1807        | 501.207.2070300       | (52.08)           |
| MCNAMARA CONTRACTING INC                    | 11/2/18                    | 11/06/2018 | REFUND HYDRANT PERMIT #1807        | 501.50.0000.3813000   | (730.90)          |
| METROWIDE PLUMBING LLC                      | 10/22/18                   | 10/31/2018 | 10/22/18                           | 501.50.7100.512.40040 | 3,200.00          |
| MN DEPT OF REVENUE                          | Sept - 18                  | 10/22/2018 | Taxes                              | 501.207.2070200       | 7,466.32          |
| MN DEPT OF REVENUE                          | Sept - 18                  | 10/22/2018 | Taxes                              | 501.207.2070300       | 42.12             |
| MN GLOVE & SAFETY, INC.                     | 311036                     | 11/06/2018 | CTINVE                             | 501.50.7100.512.60045 | 129.96            |
| NRG ENERGY INC                              | 000857145512               | 10/23/2018 | 008000127767                       | 501.50.7100.512.40020 | 3,452.15          |
| NRG ENERGY INC                              | 000857145518               | 10/23/2018 | 008000127768                       | 501.50.7100.512.40020 | 3,161.52          |
| NRG ENERGY INC                              | 000857145519               | 10/23/2018 | 008000130189                       | 501.50.7100.512.40020 | 15,815.19         |
| NRG ENERGY INC                              | 000857145520               | 10/23/2018 | 008000132271                       | 501.50.7100.512.40020 | 8,571.29          |
| NRG ENERGY INC                              | 000857170882               | 11/06/2018 | 008000127767                       | 501.50.7100.512.40020 | 3,047.51          |
| NRG ENERGY INC                              | 000857170888               | 11/06/2018 | 008000127768                       | 501.50.7100.512.40020 | 2,794.04          |
| NRG ENERGY INC                              | 000857170889               | 11/06/2018 | 008000130189                       | 501.50.7100.512.40020 | 14,038.98         |
| NRG ENERGY INC                              | 000857170890               | 11/06/2018 | 008000132271                       | 501.50.7100.512.40020 | 6,741.60          |
| SAFE-FAST, INC.                             | INV206517                  | 10/31/2018 | INVERGRV01                         | 501.50.7100.512.60016 | 44.95             |
| TWIN CITY WATER CLINIC INC                  | 12297                      | 11/06/2018 | 10/24/18                           | 501.50.7100.512.30700 | 250.00            |
| VERIZON WIRELESS                            | 9817114419                 | 11/06/2018 | Telephone                          | 501.50.7100.512.50020 | 350.23            |
| WAGNER'S SOD CO, INC                        | 2018-3811                  | 11/06/2018 | 10/24/18                           | 501.50.7100.512.60016 | 3,200.00          |
| WATER CONSERVATION SERVICES INC             | 8935                       | 10/31/2018 | 10/23/18                           | 501.50.7100.512.30700 | 8,274.00          |
| WATER CONSERVATION SERVICES INC             | 8911                       | 11/06/2018 | 10/25/18                           | 501.50.7100.512.30700 | 1,542.78          |
| <b>Fund: 501 - WATER UTILITY FUND</b>       |                            |            |                                    |                       | <b>84,200.68</b>  |
| ELECTRIC PUMP INC                           | 0063882-IN                 | 11/06/2018 | 0013682                            | 502.51.7200.514.40042 | 13,572.27         |
| ELECTRIC PUMP INC                           | 0063883-IN                 | 11/06/2018 | 0013682                            | 502.51.7200.514.40043 | 1,194.23          |
| NRG ENERGY INC                              | 000857145512               | 10/23/2018 | 008000127767                       | 502.51.7200.514.40020 | 13.54             |
| NRG ENERGY INC                              | 000857145518               | 10/23/2018 | 008000127768                       | 502.51.7200.514.40020 | 535.04            |
| NRG ENERGY INC                              | 000857170882               | 11/06/2018 | 008000127767                       | 502.51.7200.514.40020 | 11.96             |

| Vendor Name                               | Payable Number           | Post Date  | Description (Item)        | Account Number        | Amount           |
|-------------------------------------------|--------------------------|------------|---------------------------|-----------------------|------------------|
| NRG ENERGY INC                            | 000857170888             | 11/06/2018 | 008000127768              | 502.51.7200.514.40020 | 472.84           |
| SCHLOMKA'S VAC TRUCK SERVICE, INC.        | 8247                     | 11/06/2018 | 10/30/18                  | 502.51.7200.514.40042 | 2,132.00         |
| <b>Fund: 502 - SEWER UTILITY FUND</b>     |                          |            |                           |                       | <b>17,931.88</b> |
| BREAKTHRU BEVERAGE MINNESOTA              | 1090923520               | 10/31/2018 | 102294                    | 503.52.8300.524.76150 | 184.00           |
| DAKOTA ELECTRIC ASSN                      | 201360-5 10/18           | 10/18/2018 | Electric                  | 503.52.8600.527.40020 | 238.49           |
| HEGGIES PIZZA                             | 644005749                | 10/31/2018 | C224                      | 503.52.8300.524.76050 | 38.30            |
| MN DEPT OF PUBLIC SAFETY                  | 2018 BUYERS CARD         | 10/31/2018 | 45814                     | 503.52.8500.526.50070 | 20.00            |
| MN DEPT OF REVENUE                        | Sept - 18                | 10/22/2018 | Taxes                     | 503.207.2070300       | 13,252.13        |
| MN DEPT OF REVENUE                        | Sept - 18                | 10/22/2018 | Taxes                     | 503.52.8500.526.50020 | 14.08            |
| MTI DISTRIBUTING CO                       | 1182657-00               | 10/23/2018 | 402307                    | 503.52.8600.527.40042 | 172.37           |
| MTI DISTRIBUTING CO                       | 1192202-00               | 10/23/2018 | 402307                    | 503.52.8600.527.40042 | 1,172.03         |
| MTI DISTRIBUTING CO                       | 1192519-00               | 10/23/2018 | 402307                    | 503.52.8600.527.40042 | 931.74           |
| MTI DISTRIBUTING CO                       | 1192519-01               | 11/06/2018 | 402307                    | 503.52.8600.527.40042 | 175.35           |
| NAPA OF INVER GROVE HEIGHTS               | 5762-104637              | 11/06/2018 | 4165                      | 503.52.8600.527.40042 | 255.18           |
| NATURE CALLS, INC.                        | 25968                    | 11/06/2018 | 9/30/18                   | 503.52.8600.527.40065 | 124.27           |
| NATURE CALLS, INC.                        | 25969                    | 11/06/2018 | 10/31/18                  | 503.52.8600.527.40065 | 124.27           |
| NRG ENERGY INC                            | 000857145512             | 10/23/2018 | 008000127767              | 503.52.8600.527.40020 | 95.52            |
| NRG ENERGY INC                            | 000857170882             | 11/06/2018 | 008000127767              | 503.52.8600.527.40020 | 84.42            |
| SOUTH BAY DESIGN                          | 100218                   | 10/23/2018 | QUARTERLY HOSTING CHARGES | 503.52.8500.526.50025 | 255.00           |
| TDS METROCOM                              | 10/13/18 651 457 3667    | 10/23/2018 | 651 457 3667              | 503.52.8500.526.50020 | 188.32           |
| TRI-STATE BOBCAT INC.                     | P00200                   | 11/06/2018 | 16312                     | 503.52.8600.527.40042 | 145.60           |
| VERIZON WIRELESS                          | 9817114419               | 11/06/2018 | Telephone                 | 503.52.8500.526.50020 | 205.17           |
| WINFIELD SOLUTIONS, LLC                   | 000062758459             | 10/23/2018 | 442575                    | 503.52.8600.527.60035 | 10,764.55        |
| <b>Fund: 503 - INVER WOOD GOLF COURSE</b> |                          |            |                           |                       | <b>28,440.79</b> |
| LEVANDER, GILLEN & MILLER P.A.            | 81000E 9/18 Rauschnot Zc | 10/16/2018 | Legal                     | 602.00.2100.415.30420 | 3,923.47         |
| MN DEPT OF REVENUE                        | Sept - 18                | 10/22/2018 | Taxes                     | 602.00.2100.415.40048 | 0.41             |
| <b>Fund: 602 - RISK MANAGEMENT</b>        |                          |            |                           |                       | <b>3,923.88</b>  |
| ALLSTATE PETERBILT OF SOUTH ST. PAULI     | 3004188275               | 10/31/2018 | 14649                     | 603.140.1450050       | 680.96           |
| ALLSTATE PETERBILT OF SOUTH ST. PAULI     | 3004189127               | 10/31/2018 | 14649                     | 603.00.5300.444.40041 | 35.46            |
| ALLSTATE PETERBILT OF SOUTH ST. PAULI     | 3004189128               | 10/31/2018 | 14649                     | 603.00.5300.444.40041 | 106.38           |
| CENTENNIAL GLASS                          | W00008313                | 10/31/2018 | IGH                       | 603.00.5300.444.40041 | 125.00           |
| EMERGENCY APPARATUS MAINTENANCE           | 101661                   | 10/31/2018 | 10/2/18                   | 603.00.5300.444.40041 | 1,081.40         |
| EMERGENCY APPARATUS MAINTENANCE           | 101662                   | 10/31/2018 | 10/2/18                   | 603.00.5300.444.40041 | 939.73           |
| EMERGENCY APPARATUS MAINTENANCE           | 101663                   | 10/31/2018 | 10/2/18                   | 603.00.5300.444.40041 | 2,594.99         |
| EMERGENCY APPARATUS MAINTENANCE           | 101664                   | 10/31/2018 | 10/2/18                   | 603.00.5300.444.40041 | 1,777.67         |
| EMERGENCY APPARATUS MAINTENANCE           | 101665                   | 10/31/2018 | 10/2/18                   | 603.00.5300.444.40041 | 699.95           |
| EMERGENCY APPARATUS MAINTENANCE           | 101668                   | 10/31/2018 | 10/2/18                   | 603.00.5300.444.40041 | 494.14           |
| FACTORY MOTOR PARTS COMPANY               | 1-Z16135                 | 10/31/2018 | 10799                     | 603.140.1450050       | 120.43           |
| FERRELLGAS                                | 1102978105               | 10/31/2018 | 7754787                   | 603.00.5300.444.40041 | 53.00            |
| GRAINGER                                  | 9936638023               | 10/31/2018 | 806460150                 | 603.00.5300.444.40041 | 49.44            |
| H&L MESABI                                | 08130                    | 10/31/2018 | 514                       | 603.140.1450050       | 4,276.00         |
| HEALTHEAST VEHICLE SERVICES               | 25171                    | 10/23/2018 | 8/29/18                   | 603.00.5300.444.80700 | 449.82           |
| HEALTHEAST VEHICLE SERVICES               | 25172                    | 10/23/2018 | 8/29/18                   | 603.00.5300.444.80700 | 387.69           |
| HEALTHEAST VEHICLE SERVICES               | 25207                    | 10/23/2018 | 9/5/18                    | 603.00.5300.444.80700 | 3,098.44         |
| HEALTHEAST VEHICLE SERVICES               | 25236                    | 10/23/2018 | 10/1/18                   | 603.00.5300.444.80700 | 138.98           |
| HEALTHEAST VEHICLE SERVICES               | 25249                    | 10/23/2018 | 10/4/18                   | 603.00.5300.444.80700 | 3,644.43         |
| INVER GROVE FORD                          | 6269322/1                | 10/31/2018 | 10/9/18                   | 603.00.5300.444.40041 | 119.99           |
| INVER GROVE FORD                          | 6269555/1                | 10/31/2018 | 10/11/18                  | 603.00.5300.444.40041 | 212.94           |
| INVER GROVE FORD                          | 5260074                  | 10/31/2018 | 10/12/18                  | 603.00.5300.444.40041 | 37.00            |
| KEEPRS, INC                               | 387083                   | 10/31/2018 | INVGROHTPD                | 603.00.5300.444.60040 | 237.98           |
| MANSFIELD OIL COMPANY                     | 198400                   | 10/31/2018 | 23866-02-198400           | 603.140.1450060       | 10,280.27        |
| MANSFIELD OIL COMPANY                     | 198407                   | 10/31/2018 | 23866-01-198407           | 603.140.1450060       | 5,956.21         |
| MANSFIELD OIL COMPANY                     | 199933                   | 10/31/2018 | 23866-02-199933           | 603.140.1450060       | 2,610.83         |
| MID CITY SERVICES, INC.                   | 87507                    | 10/31/2018 | 10/12                     | 603.00.5300.444.40065 | 48.00            |
| MIDWEST LIFT WORKS LLC                    | 2020                     | 10/31/2018 | 9/28/18                   | 603.00.5300.444.40040 | 526.92           |
| MN DEPT OF REVENUE                        | Sept - 18                | 10/22/2018 | Taxes                     | 603.207.2070400       | 60.00            |
| MOTOROLA                                  | 13219771                 | 10/23/2018 | 1000632209 0001           | 603.00.5300.444.80700 | 8,731.00         |
| NORTH AMERICAN TRAILER SALES              | 0304135425               | 10/31/2018 | 10095                     | 603.00.5300.444.40041 | 15.02            |
| NRG ENERGY INC                            | 000857145519             | 10/23/2018 | 008000130189              | 603.00.5300.444.40020 | 2,311.45         |
| NRG ENERGY INC                            | 000857170889             | 11/06/2018 | 008000130189              | 603.00.5300.444.40020 | 2,027.12         |
| O' REILLY AUTO PARTS                      | 1767-358678              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 26.85            |
| O' REILLY AUTO PARTS                      | 1767-358829              | 10/31/2018 | 1578028                   | 603.140.1450050       | 23.00            |
| O' REILLY AUTO PARTS                      | 1767-358850              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 4.11             |
| O' REILLY AUTO PARTS                      | 1767-358992              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 32.87            |
| O' REILLY AUTO PARTS                      | 1767-358993              | 10/31/2018 | 1578028                   | 603.00.5300.444.60040 | 239.99           |
| O' REILLY AUTO PARTS                      | 1767-359034              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 16.48            |
| O' REILLY AUTO PARTS                      | 1767-359051              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 36.09            |
| O' REILLY AUTO PARTS                      | 1767-359223              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 39.68            |
| O' REILLY AUTO PARTS                      | 1767-359430              | 10/31/2018 | 1578028                   | 603.140.1450050       | 22.94            |
| O' REILLY AUTO PARTS                      | 1767-360677              | 10/31/2018 | 1578028                   | 603.00.5300.444.40041 | 5.36             |
| PERFECTION PLUS, INC                      | 1128935                  | 10/31/2018 | 10/1/18                   | 603.00.5300.444.40040 | 442.00           |
| POMP'S TIRE SERVICE, INC.                 | 980053319                | 10/31/2018 | 4502557                   | 603.00.5300.444.60014 | 518.56           |
| POMP'S TIRE SERVICE, INC.                 | 980053325                | 10/31/2018 | 4502557                   | 603.00.5300.444.60014 | 571.52           |
| SOUTH EAST TOWING                         | 212548                   | 10/31/2018 | 9/26/18                   | 603.00.5300.444.40041 | 80.00            |
| TOWMASTER TRAILERS INC                    | 408720                   | 10/31/2018 | 2946                      | 603.00.5300.444.40041 | 171.48           |
| TOWMASTER TRAILERS INC                    | 408948                   | 10/31/2018 | 2946                      | 603.00.5300.444.40041 | 3,021.00         |
| UNIFIRST CORPORATION                      | 090 0445262              | 10/31/2018 | 1051948                   | 603.00.5300.444.40065 | 169.98           |
| UNIFIRST CORPORATION                      | 090 0445262              | 10/31/2018 | 1051948                   | 603.00.5300.444.60045 | 33.50            |
| UNIFIRST CORPORATION                      | 090 0446305              | 10/31/2018 | 1051948                   | 603.00.5300.444.40065 | 169.98           |
| UNIFIRST CORPORATION                      | 090 0446305              | 10/31/2018 | 1051948                   | 603.00.5300.444.60045 | 33.50            |

| Vendor Name                          | Payable Number              | Post Date  | Description (Item)                | Account Number        | Amount              |
|--------------------------------------|-----------------------------|------------|-----------------------------------|-----------------------|---------------------|
| VERIZON WIRELESS                     | 9817114419                  | 11/06/2018 | Telephone                         | 603.00.5300.444.50020 | 110.23              |
| ZIEGLER INC                          | PC002011436                 | 10/31/2018 | 4069900                           | 603.00.5300.444.40041 | 220.43              |
| <b>Fund: 603 - CENTRAL EQUIPMENT</b> |                             |            |                                   |                       | <b>59,918.19</b>    |
| INNOVATIVE OFFICE SOLUTIONS          | SUM-042655                  | 10/23/2018 | S28777                            | 604.00.2200.416.60005 | 262.28              |
| INNOVATIVE OFFICE SOLUTIONS          | SUM-042655                  | 10/23/2018 | S28777                            | 604.00.2200.416.60010 | 1,600.48            |
| NEOPOST USA INC                      | 15549347                    | 11/06/2018 | 2200                              | 604.00.2200.416.60010 | 253.00              |
| <b>Fund: 604 - CENTRAL STORES</b>    |                             |            |                                   |                       | <b>2,115.76</b>     |
| ELECTRIC FIRE & SECURITY             | 11641                       | 10/23/2018 | CIT800                            | 605.00.7500.460.50055 | 362.00              |
| FLUID INTERIORS LLC                  | 59230                       | 11/06/2018 | 88-00                             | 605.00.7500.460.40040 | 300.00              |
| HUEBSCH SERVICES                     | 4169615                     | 11/06/2018 | 100075                            | 605.00.7500.460.40065 | 120.52              |
| PERFECTION PLUS, INC                 | 1128935                     | 10/31/2018 | 10/1/18                           | 605.00.7500.460.40040 | 4,512.08            |
| <b>Fund: 605 - CITY FACILITIES</b>   |                             |            |                                   |                       | <b>5,294.60</b>     |
| CDW GOVERNMENT INC                   | PMN6413                     | 11/06/2018 | 2394832                           | 606.00.1400.413.60041 | 666.30              |
| CDW GOVERNMENT INC                   | PSN1160                     | 11/06/2018 | 2394832                           | 606.00.1400.413.60041 | 515.18              |
| IDEAL SYSTEM SOLUTIONS, INC.         | 68080                       | 11/06/2018 | 10/12/18                          | 606.00.1400.413.50070 | 445.00              |
| MN DEPT OF REVENUE                   | Sept - 18                   | 10/22/2018 | Taxes                             | 606.00.1400.413.60041 | 87.74               |
| MN DEPT OF REVENUE                   | Sept - 18                   | 10/22/2018 | Taxes                             | 606.00.1400.413.60042 | 6.19                |
| TDS METROCOM                         | 10/13/18 651 457 7490       | 11/06/2018 | 651 457 7490                      | 606.00.1400.413.50020 | 174.50              |
| <b>Fund: 606 - TECHNOLOGY FUND</b>   |                             |            |                                   |                       | <b>1,894.91</b>     |
| ALL AMERICAN COMMERCIAL TITLE        | 10/29/18                    | 11/06/2018 | ESCROW RELEASE 6070 CAHILL AVE    | 702.229.2287202       | 17,718.75           |
| BARR ENGINEERING COMPANY             | 23190328.16-28              | 10/23/2018 | BRCO BLACKSTONE RIDGE CONSTR      | 702.229.2296102       | 1,294.22            |
| BARR ENGINEERING COMPANY             | 23190328.17-14              | 10/23/2018 | 2017 PROJECT REVIEWS              | 702.229.2285702       | 942.22              |
| BARR ENGINEERING COMPANY             | 23190328.18-7               | 10/23/2018 | 2018 PROJECT REVIEWS              | 702.229.2306802       | 399.62              |
| BOLTON & MENK, INC.                  | 0221900                     | 10/23/2018 | T18.116815                        | 702.229.2306602       | 2,077.50            |
| BOLTON & MENK, INC.                  | 0223274                     | 10/23/2018 | T18.116815                        | 702.229.2306602       | 1,017.50            |
| BRAUN, JEROME R. OR GLENDA K.        | 10/9/18                     | 10/23/2018 | LAND ALTERATION NO. A-145-17 807C | 702.229.2287602       | 1,380.84            |
| BRAUN, JEROME R. OR GLENDA K.        | 10/9/18                     | 10/23/2018 | LAND ALTERATION NO. A-145-17 807C | 702.229.2288202       | 10,000.00           |
| CONORYEA, CHAD & JENNIFER            | 10/17/18                    | 10/23/2018 | ESCROW REFUND                     | 702.229.2306702       | 373.00              |
| HENNEPIN COUNTY DISTRICT COURT       | 14433605                    | 10/31/2018 | SAMANTHA ELIZABETH HUNT           | 702.229.2291000       | 78.00               |
| HENNEPIN COUNTY DISTRICT COURT       | 18408500                    | 10/31/2018 | ROGELIO VASQUEZ                   | 702.229.2291000       | 78.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- Br  | 10/16/2018 | Legal                             | 702.229.2291000       | 144.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- Ca  | 10/16/2018 | Legal                             | 702.229.2291000       | 56.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- Do  | 10/16/2018 | Legal                             | 702.229.2291000       | 64.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- Mi  | 10/16/2018 | Legal                             | 702.229.2291000       | 88.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Kh   | 10/16/2018 | Legal                             | 702.229.2291000       | 40.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Mui  | 10/16/2018 | Legal                             | 702.229.2291000       | 112.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Krech Pool -    | 10/16/2018 | Legal                             | 702.229.2306902       | 177.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Scenic Hills-   | 10/16/2018 | Legal                             | 702.229.2284602       | 88.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 AvilesSW Fax    | 10/16/2018 | Legal                             | 702.229.2296801       | 132.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Casey's Gene    | 10/16/2018 | Legal                             | 702.229.2306002       | 1,630.03            |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- Jel | 10/16/2018 | Legal                             | 702.229.2291000       | 556.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- La- | 10/16/2018 | Legal                             | 702.229.2291000       | 128.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture- Vic | 10/16/2018 | Legal                             | 702.229.2291000       | 16.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Ch   | 10/16/2018 | Legal                             | 702.229.2291000       | 16.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Jac  | 10/16/2018 | Legal                             | 702.229.2291000       | 176.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Nai  | 10/16/2018 | Legal                             | 702.229.2291000       | 72.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Nei  | 10/16/2018 | Legal                             | 702.229.2291000       | 40.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Rai  | 10/16/2018 | Legal                             | 702.229.2291000       | 12.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Ry   | 10/16/2018 | Legal                             | 702.229.2291000       | 64.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Sh   | 10/16/2018 | Legal                             | 702.229.2291000       | 48.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Sur  | 10/16/2018 | Legal                             | 702.229.2291000       | 64.00               |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Forfeiture-Ter  | 10/16/2018 | Legal                             | 702.229.2291000       | 400.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Industrial Equ  | 10/16/2018 | Legal                             | 702.229.2298702       | 1,468.00            |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Kamish Exc. f   | 10/16/2018 | Legal                             | 702.229.2283801       | 425.91              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 McDaniels Au    | 10/16/2018 | Legal                             | 702.229.2293102       | 819.00              |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Police-Forfeit  | 10/16/2018 | Legal                             | 702.229.2291000       | 1,596.00            |
| LEVANDER, GILLEN & MILLER P.A.       | 81000E 9/18 Wescott Tank    | 10/16/2018 | Legal                             | 702.229.2308602       | 1,347.00            |
| MCDONALD CONSTRUCTION                | R00093674                   | 11/06/2018 | BD2013-2423                       | 702.229.2299800       | 2,500.00            |
| MCNAMARA CONTRACTING INC             | 11/2/18                     | 11/06/2018 | REFUND HYDRANT PERMIT #1807       | 702.229.2294300       | 1,000.00            |
| MEI MEI MAK                          | 10/15/18                    | 10/23/2018 | ESCROW REFUND                     | 702.229.2306502       | 479.87              |
| NORTHERN SERVICE CENTER              | 19WSVB1753791               | 10/31/2018 | GRANT DANIEL LOFTE                | 702.229.2291000       | 125.00              |
| SCOTT WILLIAM NICHOLS                | 128182                      | 10/31/2018 | 9/27/18                           | 702.229.2307200       | 400.00              |
| SIEVERT, BILL                        | 22317                       | 11/06/2018 | BD2017-1764                       | 702.229.2299800       | 2,500.00            |
| WASHINGTON COUNTY COURT ADMIN        | 118919512                   | 10/23/2018 | DEJA DEANNE WOODSON-COX           | 702.229.2291000       | 200.00              |
| WILLIAM, KRECH                       | 10/15/18                    | 10/23/2018 | ESCROW REFUND                     | 702.229.2307402       | 461.50              |
| <b>Fund: 702 - ESCROW FUND</b>       |                             |            |                                   |                       | <b>52,804.96</b>    |
| <b>Grand Total</b>                   |                             |            |                                   |                       | <b>2,691,439.63</b> |

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

## Resolution Amending the 2018 Budget

Meeting Date: November 13, 2018  
Item Type: Consent  
Contact: Kristi Smith 651-450-2521  
Prepared by: Kristi Smith, Finance Director  
Reviewed by: Frank Martin, Chief Bldg Official  
Janice Gundlach, CD Director  
Joe Lynch, City Administrator

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the 2018 budget amendments related to the Inspection Department.

**SUMMARY**

The following 2018 budget amendments are recommended due to the Council approved staffing changes within Inspections:

## General Fund

- Inspections – Regular Full-Time Employees \$49,900
- Inspections – Part-Time Employees \$17,400
- Inspections – Temporary Employees (\$5,100)
- Inspections – Flex. Comp. Spending \$4,900
- Inspections – Employer Social Security \$4,100
- Inspections – Employer Medicare \$900
- Inspections – Employer PERA \$4,600
- Inspections – Medical Insurance \$13,200
- Inspections – LTD Insurance \$400

The recommended funding source is General Fund Fund Balance due to increased Inspection revenues in 2017.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING THE 2018 BUDGET**

**WHEREAS**, on May 14, 2018 Council approved staffing changes for 2018 related to the Inspections Department, and

**WHEREAS**, it is desirable that the 2018 Budget be amended to reflect these changes.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the 2018 Budget is hereby amended as follows:

General Fund:

|                        |                       |          |          |
|------------------------|-----------------------|----------|----------|
| Inspections Department | 101.45.3300.419.10100 | Increase | \$49,900 |
| Inspections Department | 101.45.3300.419.10200 | Increase | 17,400   |
| Inspections Department | 101.45.3300.419.10300 | Decrease | 5,100    |
| Inspections Department | 101.45.3300.419.20100 | Increase | 4,900    |
| Inspections Department | 101.45.3300.419.20300 | Increase | 4,100    |
| Inspections Department | 101.45.3300.419.20350 | Increase | 900      |
| Inspections Department | 101.45.3300.419.20400 | Increase | 4,600    |
| Inspections Department | 101.45.3300.419.20600 | Increase | 13,200   |
| Inspections Department | 101.45.3300.419.20630 | Increase | 400      |

Adopted by the City of Inver Grove Heights this 13<sup>th</sup> day of November 2018.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Inver Grove Heights CVB 2019 Budget**

Meeting Date: November 13, 2018

Item Type: Consent

Contact: Jennifer Gale, CVB Interim  
Director  
651-451-2266 x1031

Prepared by: Jennifer Gale, CVB Interim  
Director

Reviewed by: Janice Gundlach, Community  
Development Director

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:** Consider the IGH CVB 2019 budget for approval.

**SUMMARY:**

**Inver Grove Heights Convention & Visitors Bureau  
2019 Budget**

**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.

**October 25 Board meeting summary:** The Board of Directors met on October 25, 2018 to address the Council and city staff questions about the budget, hiring process and job description.

The recommendations from the board to present at city council are as follows:

1. The 2019 budget is presented as a zero-base budget with a reserve transfer of \$12,700 from the \$137,000 reserve fund. As of September, 2018 actual revenues are expected to exceed the budget by \$15,000.
2. After extensive discussion, the Board finds the Director position meets the criteria as full time exempt under the Administrative Exemption criteria, as described by the FLSA, and thus would not be eligible for overtime pay. This determination includes finding the following criteria to be met:
  - The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$455\* per week;

- The employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and
- The employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

The Board is prepared to accept liabilities that result by making the exempt determination.

3. The Board recommends a designee (Community Development Director) of the City to serve on the hiring committee for the new Director of the IGH CVB.
4. The 2019 Work Plan of the CVB will include examination of the bylaws to determine if revisions are needed. The Board feels this discussion is best to occur once a new Director has been hired and input will be sought from the City Council.

| IGH CVB 2019 Budget                                         | 2018<br>Approved<br>Budget | 2019<br>Budget    | Comments                                                                                                                            |
|-------------------------------------------------------------|----------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Revenues                                                    |                            |                   |                                                                                                                                     |
|                                                             | 120,000                    | 148,000           | Based on 2018 actuals (estimated at \$143,000) plus an additional \$4,000-\$5,000 revenue from new hotel                            |
| Lodging Tax Revenue                                         |                            |                   |                                                                                                                                     |
| Other Revenues                                              |                            |                   |                                                                                                                                     |
| Investment Earnings                                         | 0                          |                   |                                                                                                                                     |
| EMT Grant                                                   | 7000                       | 7000              |                                                                                                                                     |
| Advertisement Revenue                                       | 0                          |                   |                                                                                                                                     |
| State Fair Ticket Sales Reimbursement                       | 0                          |                   |                                                                                                                                     |
| Reserve Transfer                                            |                            | 12,700            |                                                                                                                                     |
| <b>TOTAL REVENUE</b>                                        | <b>\$ 127,000</b>          | <b>\$ 167,700</b> |                                                                                                                                     |
|                                                             |                            |                   |                                                                                                                                     |
| Expenses                                                    |                            |                   |                                                                                                                                     |
| <u>Administration - Professional Services</u>               |                            |                   |                                                                                                                                     |
| 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             | 2019 Conferences: Explore MN Tourism (February) Upper Midwest CVB (Sept), MACVB (Jun & Oct), & Misc. |
| Total Administrative Expenses                                      | <b>\$ 70,000</b> | <b>\$ 83,800</b> |                                                                                                      |
|                                                                    |                  |                  |                                                                                                      |
| <u>Professional Memberships-Dues, Licenses &amp; Subscriptions</u> |                  |                  |                                                                                                      |
| MACVB                                                              | 400              | 500              |                                                                                                      |
| TMA                                                                | 400              | 400              |                                                                                                      |
| DMAI                                                               |                  | 600              | Recommend joining DMAI (Destination Marketing Association International)                             |
| MNFEA                                                              | 100              |                  |                                                                                                      |
| Total Professional Membership Expenses                             | <b>\$ 900</b>    | <b>\$ 1,500</b>  |                                                                                                      |
|                                                                    |                  |                  |                                                                                                      |
| Marketing/Advertising                                              |                  |                  |                                                                                                      |
| Advertising, Marketing Projects, Content Creation, State Fair      | 4000             | 10700            | Blogger (Stacy Brooks); Video filming and production, State Fair package tickets                     |
| Constant Contact Enewsletter                                       | 800              | 800              |                                                                                                      |
| E&M Publishers, Inc.                                               | 1000             | 1000             | South Metro Living Guide                                                                             |
| 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            | Same locations as 2018, refresh creatives                                                            |
| Social Media                                                       | 600              | 600              | Facebook/Instagram                                                                                   |
| St. Paul Arena Company (Xcel Energy Center Website)                | 2400             | 2400             |                                                                                                      |
| Visitors Guide                                                     | 2000             | 2000             | Recommend 5,000 guides                                                                               |
| Website Maintenance & Plug-ins                                     | 1500             | 1300             | Calendar Plug-in Annual fee and \$100/month site maintenance                                         |
| IGHHA Sponsorship                                                  | 800              | 500              |                                                                                                      |
| Have Fun Biking                                                    |                  | 3400             |                                                                                                      |
| Minnesota Biking Guide                                             |                  | 2100             | 1/3 page ad                                                                                          |
| Vikings                                                            |                  | 7,500            | Training Camp Playbook ad                                                                            |
|                                                                    |                  |                  |                                                                                                      |
| Total Marketing Expenses                                           | <b>\$56,100</b>  | <b>\$82,400</b>  |                                                                                                      |
| Additional Marketing Projects (from reserve of (137,883)           |                  |                  |                                                                                                      |

|                                    |                   |                  |  |
|------------------------------------|-------------------|------------------|--|
| TOTAL EXPENSES                     | <b>\$127,000</b>  | <b>\$167,700</b> |  |
|                                    |                   |                  |  |
| NET = Revenues - Expenses          | <b>\$0</b>        | <b>\$0</b>       |  |
|                                    |                   |                  |  |
| TOTAL Fund Balance as of 8/31/2018 | <b>\$ 137,883</b> |                  |  |

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Legal Services Agreement Between the City of Inver Grove Heights and LeVander, Gillen, & Miller, P.A., for civil legal services and criminal prosecution services.**

Meeting Date: November 13, 2018  
 Item Type: Consent Agenda  
 Contact: Paul Schnell, Chief of Police  
 Prepared by: Paul Schnell, Chief of Police  
 Reviewed by: Katrina Lee, Sr. Office Support

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider approval of a multi-year agreement between the City of Inver Grove Heights and LeVander, Gillen, & Miller, P.A., for civil legal services and criminal prosecution services.

**SUMMARY**

Increased enforcement action by police department personnel, especially noted in driving while intoxicated and domestic assault cases, has increased the workload of the City's contract prosecutors over the past several years. While these activities to reflect positively on community safety, increased enforcement has the corresponding result of increased prosecution costs. In analyzing costs over the first four months of the year, staff predicted that prosecution costs would exceed the departments approved budget by well over \$20,000.00. The recognition of this fact resulted in the initiation of meetings with and between LeVander, Gillen & Miller staff, City Administrator Lynch, and me. These meetings resulted in a deeper review of current prosecution legal services and City/departmental service needs going forward.

Staff presented LeVander, Gillen, Miller with a description of the prosecution services being sought with a request for a cost proposal that provided an annual cost cap to aid in budget management. The City's service request included:

- Prosecution of all petty misdemeanor, misdemeanor, and gross misdemeanor cases, including but not limited to charging review and all necessary court appearances.
- Prosecution of all criminal citations for code violations.
- Once annual "legal update" in-service training session for police personnel.
- Preparation of a generalized quarterly dispositional report, including specific information regarding the dispositions in targeted misdemeanor cases, namely Domestic Assault, Order for Protections Violations, Domestic Abuse No Contact Order Violations, Harassment Restraining Order Violations, Harassment/Stalking cases, or other targeted cases per police department direction.
- Annual report to the City Council on prosecution efforts.
- Twice yearly meetings with and between LeVander prosecution staff and police department command personnel to discuss prosecution priorities, case management challenges, case outcomes, and workflow processes.

LeVander, Gillen & Miller has agreed to provide the requested and cap prosecution costs for 2018 and 2019 at \$220,000.00. LeVander will bill the city at the hourly rate, up to the cap, per the agreement. Should the costs for services not reach the cap in a given year, our financial exposure is limited to the actual cost of services for the year. This arrangement favors the City since we are liable for billable hourly costs up to the agreed upon cap. Once the cap is hit, our cost is agreed upon expenses only. Please note that this arrangement only applies to prosecution services. The City's Civil legal costs are based upon the agreed upon hourly rate.

The agreement provides for 2% annual increases beginning in 2020. The proposed agreement also includes civil legal services with billable rates and services as specified.

**Recommendation:** Staff recommends approval of the proposed agreement between the City of Inver Grove Heights and LeVander, Gillen, & Miller, P.A., for both civil legal services and criminal prosecution services.

## **CITY OF INVER GROVE HEIGHTS LEGAL SERVICES AGREEMENT**

This **LEGAL SERVICES AGREEMENT** (“Agreement”) made and effective this 10<sup>th</sup> day of October, 2018, by and between the City of Inver Grove Heights (City) a Minnesota municipal corporation, and LeVander, Gillen & Miller, P.A., (LeVander) a Minnesota professional corporation.

### **RECITALS**

- A. LeVander serves as the law firm that provides Civil Legal Services, Criminal Prosecution Services, Public Improvement Related Services and Development Paid Services.
- B. City and LeVander desire to embody their understanding in this Agreement in order to memorialize their agreement on such matters as scope of work and fee arrangements.

### **ARTICLE 1 DEFINITIONS**

**1.1 Terms.** The following terms, unless elsewhere specifically stated in this Agreement, shall have the following meanings as set forth below.

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

**1.3 LeVander.** “LeVander” means the law firm of LeVander, Gillen, & Miller, P.A., a professional association.

**1.4 Civil Legal Services.** “Civil Legal Services” means attorney representation on all legal matters not involving Criminal Prosecution Services, Public Improvement Related Services, Development Paid Services or Excluded Services. Civil Legal Services include, but are not limited to, the following:

- Provide legal advice, consultation and opinions to the City Council and staff.
- Prepare and review ordinances, agreements, contracts and related documents.
- Monitor pending and current State/Federal legislation and case law as appropriate.
- Review minutes of the City Council Meetings, when requested, as well as insurance certificates and bonds.
- Respond to inquiries by the public on City legal matters.
- Attend regular Council Meetings.
- Represent the City in civil litigation.
- Represent the City in acquisition of land, easements and right-of-way.
- Represent the City in administrative proceedings.
- Attend meetings other than regular City Council Meetings when requested or when deemed advisable.

- Negotiate, draft and review contracts, deeds, easements, ordinances, resolutions and other documents.
- Provide advice to the City in employment law matters.

**1.5 Criminal Prosecution Services.** “Criminal Prosecution Services” means providing legal representation on behalf of the City for those matters involving the enforcement of laws of the State of Minnesota or the ordinances of the City through the use of the criminal justice system, other than those prosecution matters handled by the Dakota County Attorney.

**1.6 Development Paid Services.** “Development Paid Services” means providing legal representation on behalf of the City for those matters that are in turn rebilled by the City to a developer or applicant for a land use permit or for a license. Development Paid Services include, but are not limited to, development contract negotiation and drafting, eminent domain proceedings for development districts and public improvement projects for a specific developer.

**1.7 Public Improvement Related Services.** “Public Improvement Related Services” means representing the City in the acquisition of land, easements and right-of-way for public improvement projects ordered by the Council and representing the City in litigation involving special assessment appeals.

**1.8 Excluded Services.** “Excluded Services” means those legal matters for which the City may from time to time elect to use its Bond Counsel or other special counsel. Examples of such Excluded Services would be bond opinions or special labor negotiation matters or employment litigation for which special counsel has been selected or litigation where the League of Minnesota Cities Insurance Trust has selected other counsel to represent the City.

**1.9 Council Meetings.** “Council Meetings” means those regularly scheduled meetings of the City Council on the second and fourth Mondays of each month. Council Meetings do not include attendance at any other special meetings.

## **ARTICLE 2** **PERSONNEL**

**2.1 Personnel.** Timothy J. Kuntz or Bridget M. Nason will be the principal attorney responsible for all matters. Any of the lawyers of LeVander will also be available when required.

## **ARTICLE 3** **FILES AND RECORDS**

**3.1 Files and Records.** LeVander will keep complete files and records for all matters handled for the City. An updated index of such files will be provided to the City upon request. Previous files no longer needed for current matters may be returned to the City or commercially archived at the expense of LeVander or destroyed in a manner consistent with the Data Retention Act.



**ARTICLE 4**  
**FEES, CHARGES AND BILLING**

**4.1 Fees, Charges and Billing.** Except for Prosecution Services as described in Article 7, LeVander will charge the fees and charges shown on the attached Exhibit A for the time period shown on Exhibit A.

All time will be billed in minimum increments of one-tenth (0.10) hour.

There are also various categories of advances and charges payable to third parties that LeVander will periodically incur on behalf of the City, e.g. filing fees, title commitment fees, closing fees, messenger services, expert witness fees, court reporter fees, survey fees, and long distance telephone charges, that will be billed at cost to the City in addition to the above fees and charges.

For each matter in the category of Development Paid Services, a separate statement showing itemized time and charges will be provided.

Notwithstanding anything to the contrary, the charge for Council Meetings shall be at a set fee equal to one hour only of Civil Legal Services, notwithstanding the length of the Meeting.

**ARTICLE 5**  
**LeVANDER OBLIGATIONS**

**5.1 LeVander Obligations.** At the hourly rates specified in Articles 4 and 7, LeVander shall provide to the City:

- a. All Civil Legal Services on behalf of the City during the term of this Agreement.
- b. All Criminal Prosecution Services on behalf of the City during the term of this Agreement.
- c. All Development Paid Services on behalf of the City during the term of this Agreement.
- d. All Public Improvement Related Services on behalf of the City during the term of this Agreement.
- e. When requested, assistance to the City in the selection of special counsel to provide Excluded Services.

**ARTICLE 6**  
**CITY OBLIGATIONS**

**6.1 City Obligations.** The City shall pay LeVander at the rates stated in Article 4 and in Exhibit A for those hours worked for the Civil Legal Services, Public Improvements Related

Services and Development Paid Services. The City shall make payment to LeVander within thirty (30) days of receipt of invoice.

**ARTICLE 7**  
**CRIMINAL PROSECUTION SERVICES**

**7.1 Criminal Prosecution Services.** LeVander shall provide Criminal Prosecution Services to the City during the term of this Agreement, which services shall include but are not limited to:

- Prosecution of all petty misdemeanor, misdemeanor, and gross misdemeanor cases, including but not limited to charging review and all necessary court appearances
- Prosecution of all criminal citations for code violations
- Once annual legal update in-service training (two one-hour sessions to cover all sworn personnel, provided at no charge)
- Preparation of generalized quarterly dispositional reports, including specific information regarding the dispositions in targeted misdemeanor cases, namely Domestic Assault, Assault, Order for Protection Violations, Domestic Abuse No Contact Order Violations, Harassment Restraining Order Violation, Harassment/Stalking cases, or other targeted cases per police department direction.
- Annual prosecution report to the Inver Grove Heights City Council (Provided at no charge)
- Twice yearly meetings between prosecution staff and department command staff to discuss prosecution priorities, case management challenges, case outcomes, and workflow processes

**7.2 Fees, Charges, and Billing.**

- A. LeVander will bill the City monthly in increments of one-tenth (.1) of an hour for prosecution services as the following rates:

| <b>Calendar Year</b> | <b>Hourly Rate</b>                                 | <b>Yearly Cap</b> |
|----------------------|----------------------------------------------------|-------------------|
| <b>2018</b>          | \$110/hour Attorneys<br>\$80/hour Legal Assistants | \$220,000         |
| <b>2019</b>          | \$110/hour Attorneys<br>\$80/hour Legal Assistants | \$220,000         |
| <b>2020</b>          | \$115/hour Attorneys<br>\$85/hour Legal Assistants | \$224,400         |
| <b>2021</b>          | \$120/hour Attorneys<br>\$90/hour Legal Assistants | \$228,888         |
| <b>2022</b>          | \$120/hour Attorneys<br>\$90/hour Legal Assistants | \$233,465         |

|             |                                                    |           |
|-------------|----------------------------------------------------|-----------|
|             | Assistants                                         |           |
| <b>2023</b> | \$125/hour Attorneys<br>\$85/hour Legal Assistants | \$238,135 |

- B. In 2024 and beyond, the Attorney and Legal Assistant hourly rates shall remain the same as those in 2023 unless otherwise amended by the parties. The Yearly Cap in 2024 and beyond shall increase by two percent (2%) per year unless otherwise amended by the parties.
- C. Criminal Prosecution Services will be billed at the hourly rates up to the yearly cap shown above during the term of the contract. The capped amount does not include the following amounts which will be billed outside of the cap:
- i. Appeals in criminal cases
  - ii. Forfeitures
  - iii. Protracted code violation cases with the approval of the City Administrator
  - iv. Out-of-Pocket Costs as listed in Section 7.2(D)
- D. The followings out-of-pocket costs will be billed separately:
- i. Photocopying No charge
  - ii. Westlaw Legal Research Actual Cost, up to \$3,000 per year
  - iii. Mileage Reimbursement<sup>1</sup> Applicable IRS approved rate, up to \$2,000 per year
  - iv. Other out-of-pocket costs<sup>2</sup> Actual Cost

## **ARTICLE 8**

### **TERM**

**8.1 Term.** This Agreement shall begin on October 10, 2018 and shall continue thereafter until terminated by either party. Either party may terminate this Agreement, with or without cause, upon 60 days written advanced notice to the other party.

Upon this Agreement becoming effective, this Agreement shall supersede the previous Legal Services Agreement between the parties dated January 2, 2007.

<sup>1</sup> No mileage will be charged for travel to and from the Northern Service Center in West St. Paul.

<sup>2</sup> There are also various categories of advances and charges that LeVander will periodically incur on behalf of the City, e.g. filing fees, expert witness fees, conflict attorneys' fees costs

**LeVander, Gillen & Miller, P.A.**

By: \_\_\_\_\_  
Timothy J. Kuntz  
Its: President

**City of Inver Grove Heights**

By: \_\_\_\_\_  
George Tourville  
Mayor

Attest:  
By: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT A**  
**LIST OF FEES AND CHARGES**

| <b>NO.</b> | <b>SCOPE OF SERVICES</b>                              | <b>RATE</b>                  |
|------------|-------------------------------------------------------|------------------------------|
| 1.         | Attorney – Civil Legal Services                       | \$120                        |
| 2.         | Legal Assistant – Civil Legal Services                | \$80                         |
| 3.         | Attorney – Public Improvement Related Services        | \$135                        |
| 4.         | Legal Assistant – Public Improvement Related Services | \$85                         |
| 5.         | Attorney – Development Paid Services                  | \$190                        |
| 6.         | Legal Assistant – Development Paid Services           | \$110                        |
| 7.         | Photocopying                                          | \$0.20/page                  |
| 8.         | Westlaw Legal Research                                | Actual Cost                  |
| 9.         | Secretarial Services                                  | No Charge                    |
| 10.        | Mileage (To and From City Hall)                       | No Charge                    |
| 11.        | Mileage Reimbursement                                 | Applicable IRS approved Rate |

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Approval of Contact for Demolition of Properties Located at 4343 65<sup>th</sup> St; 4301 64<sup>th</sup> St and 9250 Courthouse Blvd**

Meeting Date: November 13, 2018  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Judy Thill

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve a contract in the amount of \$74,925.00 with Veit Companies as outlined below.

**SUMMARY**

The City has been working on the acquisition of properties on Doffing Ave for several years planning to transform that area into a community park that will be known as Heritage Village Park. Recently the City acquired property at 4343 65<sup>th</sup> St and 4301 64<sup>th</sup> St. that need to be razed. In addition, the City is also building Fire Station 2 at 9250 Courthouse Blvd. The home that sits on the property was used in training exercises for Fire Department personnel and needs to be razed.

The City has received bids for the demolition of the following properties:

| Contractor              | 4343 65 <sup>th</sup><br>4301 64 <sup>th</sup> | 9250<br>Courthouse Blvd | Total<br>Amount |
|-------------------------|------------------------------------------------|-------------------------|-----------------|
| Veit                    | \$62,300.00                                    | \$12,625.00             | \$74,925.00     |
| Frattalone Companies    | \$83,620.00                                    | \$20,250.00             | \$103,870.00    |
| Nitti Roll-off Services | \$116,904.00                                   | \$15,850.00             | \$132,754.00    |

**Funding Sources**

- 4343 65<sup>th</sup> and 4301 64<sup>th</sup> are funding by a State grant and Park Acquisition and Development Fund (Fund 402)
- 9250 Courthouse is funded by the Fire Station project 2014-10

Veit will be responsible to remove the structures, footings, fencing, bituminous, disconnect utilities and bring the site to grade by January 25, 2019. Veit is also responsible to handle all debris using best practices and haul to appropriate landfills.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING CONTRACT FOR DEMOLITION OF  
4343 65<sup>th</sup> St; 4301 64<sup>th</sup> St and 9250 Courthouse Blvd**

**WHEREAS**, the City authorized the purchase of property located at 4343 65<sup>th</sup> St; 4301 64<sup>th</sup> St to allow the property to be incorporated into Heritage Village Park; and

**WHEREAS**, the City authorized the purchase of property located at 9250 Courthouse Blvd to allow for the construction of Fire Station 2; and

**WHEREAS**, the City desires to enter into a contract for demolition services to remove multiple buildings located at 4343 65<sup>th</sup> St; 4301 64<sup>th</sup> St and 9250 Courthouse Blvd; and

**WHEREAS**, the City received three (3) bids to conduct the demolition; and

**WHEREAS**, the City funding for the Heritage Village Park property is proceeds from a State Bond Grant and the Park Acquisition and Development Fund; and

**WHEREAS**, the City funding for the Fire Station 2 project is City Project 2014-10; and

**WHEREAS**, the City has reviewed these proposals and the firms' qualifications; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Inver Grove Heights hereby selects Veit Inc.. to demolish the structures at 4343 65<sup>th</sup> St; 4301 64<sup>th</sup> St and 9250 Courthouse Blvd and directs staff to enter into a contract with Veit Inc.

Adopted by the City of Inver Grove Heights this 13<sup>th</sup> day of November 2018.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of 2019 Park and Recreation Department Fees**

Meeting Date: November 13, 2018  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Matt Moynihan  
 Tracy Petersen

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

It is recommended that the Council approve the attached 2019 fees for Parks & Recreation.

**SUMMARY**

Attached is a copy of the 2019 proposed fees for Parks & Recreation. Highlights of the changes are as follows:

**Recreation**

- A number of facility use fees will increase marginally.

**VMCC/Grove**

- A number of admission fees will increase slightly.

**Inver Wood**

- A number of fees are being adjusted upwards to help cover increasing costs.

The Park and Recreation Commission is recommending approval.



# CITY OF INVER GROVE HEIGHTS



## 2019 PROPOSED FEES PARKS & RECREATION DEPARTMENT

*RECREATION  
INVER WOOD GOLF COURSE  
VETERANS MEMORIAL COMMUNITY CENTER*

## Parks & Recreation

| Item                                                                                         | Frequency        | 2018<br>Approved<br>Resident | 2018<br>Approved<br>Non-Res | 2019<br>Proposed<br>Resident | 2019<br>Proposed<br>Non-Res |
|----------------------------------------------------------------------------------------------|------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| Park Shelters *(excludes Swing Bridge Park)                                                  | Per 5 hour block | \$70                         | \$90                        | \$70                         | \$90                        |
| Park Shelter * Swing Bridge Park Only                                                        |                  | \$110                        | \$110                       | \$110                        | \$110                       |
| Additional trash barrels/picnic tables                                                       | NA               | \$30                         | \$40                        | \$32                         | \$42                        |
| Outdoor Ice Rink *                                                                           | Per hour         | \$25                         | \$35                        | \$27                         | \$37                        |
| Outdoor Ice Rink w/attendant *                                                               | Per hour         | \$35                         | \$45                        | \$37                         | \$47                        |
| Outdoor Rink Lights                                                                          | Per hour         | \$40                         | \$60                        | \$42                         | \$62                        |
| Neighborhood Park/School Athletic Field                                                      | Per use          | \$40                         | \$50                        | \$40                         | \$50                        |
| Tennis Courts                                                                                | Per Hour/Court   | \$7                          | \$9                         | \$7                          | \$9                         |
| Rich Valley Baseball Field (youth)                                                           | Per gm/practice  | \$80                         | \$100                       | \$85                         | \$105                       |
| Rich Valley Baseball Field (adult)                                                           | Per gm/practice  | \$95                         | \$115                       | \$100                        | \$120                       |
| Rich Valley Softball Field                                                                   | Per gm/practice  | \$60                         | \$80                        | \$65                         | \$85                        |
| Rich Valley/Skyview Soccer Field (youth)                                                     | Per gm/practice  | \$80                         | \$100                       | \$85                         | \$105                       |
| Rich Valley/Skyview Soccer Field (adult)                                                     | Per gm/practice  | \$95                         | \$115                       | \$100                        | \$120                       |
| Rich Valley Soccer ½ Field                                                                   | Per gm/practice  | \$50                         | \$60                        | \$55                         | \$65                        |
| Rich Valley Lights                                                                           | Per hour         | \$40                         | \$60                        | \$45                         | \$65                        |
| Rich Valley Field Tournament Fee                                                             | Per field/day    | \$190                        | \$215                       | \$190                        | \$215                       |
| Rich Valley Tournament Vendor Fee                                                            | Per Weekend      | \$55                         | \$110                       | \$60                         | \$115                       |
| Rich Valley Concession Stand                                                                 | Per Weekend      | \$250                        | \$250                       | \$250                        | \$250                       |
| Rich Valley Additional Maintenance Service- staff, equipment and supplies (4 fields or less) | Per hour         | \$50                         | \$60                        | \$50                         | \$60                        |
| Rich Valley Additional Maintenance Service- staff, equipment & supplies (5 fields or more)   | Per hour         | \$70                         | \$80                        | \$70                         | \$80                        |
| Rich Valley Additional Maintenance Service-labor & supplies                                  | Per hour         | \$40                         | \$50                        | \$40                         | \$50                        |
| IGH Baseball, Softball & Soccer Association Tournament Fee                                   | Per field/day    | \$85                         | \$85                        | \$90                         | \$90                        |
| Local Athletic Assoc. User Fee                                                               | Per Player       | \$13                         | \$20                        | \$13                         | \$20                        |
| Disc Golf Annual Pass                                                                        | Per year         | \$30                         | \$40                        | \$30                         | \$40                        |
| Disc Golf Daily Pass                                                                         | Daily            | \$5                          | \$5                         | \$5                          | \$5                         |
| Disc Golf Tournament                                                                         | Per day          | \$200                        | \$225                       | \$210                        | \$235                       |
| Disc Golf Tournament                                                                         | Per Weekend      | \$500                        | \$525                       | \$510                        | \$535                       |
| Mountain Bike Course                                                                         | Per Day          | \$500                        | \$525                       | \$510                        | \$535                       |
| Community Garden Plot                                                                        | Per Garden       | \$25                         | \$25                        | \$30                         | \$30                        |
| Dog Park (Dog 1)                                                                             | Annual           |                              |                             | \$20                         | \$30                        |
| Dog Park (Dog 2)                                                                             | Annual           |                              |                             | \$15                         | \$25                        |
| Dog Park Lost Pass Replacement                                                               |                  |                              |                             | \$5                          | \$5                         |
| Dog Park Bundle (Dog Park Pass & License)                                                    | Annual           |                              |                             | \$25                         | \$45                        |

- \*Requires damage deposit
- \*\*Fee replaces the agreement that expired in 2009 to build Rich Valley Athletic Complex. Revenue generated can be used on a project that would benefit youth athletics and the City. The project would be agreed upon between staff and the association.
- Fees include tax
- Manager has discretion to negotiate off peak time usage rates

# Inver Wood Golf Course

| Item                       | Frequency                 | 2018<br>Approved<br>Resident | 2018<br>Approved<br>Non-Res | 2019<br>Proposed<br>Resident | 2019<br>Proposed<br>Non-Res |
|----------------------------|---------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| Pull Cart Rental           | Per Round                 | \$3.50                       | \$3.50                      | \$3.50                       | \$3.50                      |
| Player's Card              | Per Season                | \$90                         | \$110                       | \$90                         | \$110                       |
| Driving Range Balls-Large  | Per Bucket                | \$12                         | \$12                        | \$12                         | \$12                        |
| Driving Range Balls-Medium | Per Bucket                | \$9                          | \$9                         | \$9                          | \$9                         |
| Driving Range Balls-Small  | Per Bucket                | \$6                          | \$6                         | \$6                          | \$6                         |
| Diving Range Balls-All Day | Unlimited Per Person      | \$14                         | \$14                        | \$14                         | \$14                        |
| Season Passes              | Adult Season Pass-Restr.  | \$1200                       | \$1200                      | \$1200                       | \$1200                      |
|                            | Sr. Season Pass-Restr.    | \$1000                       | \$1000                      | \$1000                       | \$1000                      |
|                            | Jr. Season Pass-Restr.    | \$500                        | \$500                       | \$500                        | \$500                       |
| Weekday                    | 18 Hole Green Fee         | \$35                         | \$35                        | \$35                         | \$35                        |
| Mon - Thur                 | 9 Hole Green Fee          | \$19.50                      | \$19.50                     | \$19.50                      | \$19.50                     |
| 7 am to 5 pm               | Patron 18 Green Fee       | \$30                         | \$30                        | \$30                         | \$30                        |
| Sat - Sun                  | Patron 9 Green Fee        | \$17.50                      | \$17.50                     | \$17.50                      | \$17.50                     |
| Noon to 5 pm               | Sr/Jr 18 Green Fee        | \$24                         | \$24                        | \$25                         | \$25                        |
|                            | Sr/Jr 9 Green Fee         | \$13.50                      | \$13.50                     | \$14                         | \$14                        |
|                            | Executive Green Fee       | \$15.50                      | \$15.50                     | \$15.50                      | \$15.50                     |
|                            | Patron Exec Green Fee     | \$12.50                      | \$12.50                     | \$12.50                      | \$12.50                     |
|                            | Sr/Jr Exec Green Fee      | \$11                         | \$11                        | \$11                         | \$11                        |
| Weekend                    | 18 Hole Green Fee         | \$43                         | \$43                        | \$43                         | \$43                        |
| Friday                     | 9 Hole Green Fee          | \$29                         | \$29                        | \$29                         | \$29                        |
| Noon to 5 pm               | Patron 18 Green Fee       | \$36                         | \$36                        | \$36                         | \$36                        |
| Sat - Sun                  | Patron 9 Green Fee        | \$20                         | \$20                        | \$20                         | \$20                        |
| 6 am to Noon               | Sr/Jr 18 Green Fee        | \$31                         | \$31                        | \$32.50                      | \$32.50                     |
|                            | Sr/Jr 9 Green Fee         | \$19                         | \$19                        | \$20                         | \$20                        |
|                            | Executive Green Fee       | \$18.50                      | \$18.50                     | \$18.50                      | \$18.50                     |
|                            | Patron Exec Green Fee     | \$15.50                      | \$15.50                     | \$15.50                      | \$15.50                     |
|                            | Sr/Jr Exec Green Fee      | \$11                         | \$11                        | \$11.50                      | \$11.50                     |
| Golf Car                   | 18 Hole Car Fee           | \$19                         | \$19                        | \$20                         | \$20                        |
| Rentals                    | 9 Hole Car Fee            | \$12                         | \$12                        | \$13                         | \$13                        |
|                            | Executive Car Fee         | \$7                          | \$7                         | \$7.50                       | \$7.50                      |
|                            | Sr. 18 Hole Car Fee       | \$14.50                      | \$14.50                     | \$15                         | \$15                        |
|                            | Sr. 9 Hole Car Fee        | \$10.50                      | \$10.50                     | \$11                         | \$11                        |
|                            | Sr. Exec Car Fee          | \$6.50                       | \$6.50                      | \$7                          | \$7                         |
| Evening                    | Twilight Green Fee        | \$27                         | \$27                        | \$27                         | \$27                        |
| 5 pm to end                | Patron Twilight Green Fee | \$21.50                      | \$21.50                     | \$21.50                      | \$21.50                     |
|                            | Sr/Jr Twilight Green Fee  | \$18                         | \$18                        | \$18                         | \$18                        |
|                            | Twilight Car Fee          | \$15.50                      | \$15.50                     | \$15.50                      | \$15.50                     |
|                            | Sr. Twilight Car Fee      | \$11.50                      | \$11.50                     | \$12                         | \$12                        |
| Advertised/Promotional     | 18 Hole Green Fee         | \$27.50                      | \$27.50                     | \$27.50                      | \$27.50                     |
| Young Adult                | 9 Hole Green Fee          | \$17.50                      | \$17.50                     | \$17.50                      | \$17.50                     |
|                            | Executive Green Fee       | \$14.50                      | \$14.50                     | \$14.50                      | \$14.50                     |
|                            | 18 Hole Car Fee           | \$15.50                      | \$15.50                     | \$15.50                      | \$15.50                     |
|                            | 9 Hole Car Fee            | \$11                         | \$11                        | \$11                         | \$11                        |
|                            | Executive Car Fee         | \$7                          | \$7                         | \$7                          | \$7                         |
| Foot Golf                  | Adult                     | \$12                         | \$12                        | \$12                         | \$12                        |
|                            | Youth                     | \$10                         | \$10                        | \$10                         | \$10                        |
|                            | Ball Rental               | \$3                          | \$3                         | \$3                          | \$3                         |

- All fees include tax

## VMCC/Grove

| Item                                             | Frequency          | 2018<br>Approved<br>Resident | 2018<br>Approved<br>Non-Res | 2019<br>Proposed<br>Resident | 2019<br>Proposed<br>Non-Res |
|--------------------------------------------------|--------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| National Guard Room A, B, C                      | Per Hour           | \$37                         | \$47                        | \$37                         | \$47                        |
| Community Room 1, 2, 3                           | Per Hour           | \$42                         | \$52                        | \$42                         | \$52                        |
| Community Room Kitchen                           | Per day            | \$25                         | \$25                        | \$25                         | \$25                        |
| PA System                                        | Per day            | \$25                         | \$25                        | \$25                         | \$25                        |
| Screen                                           | Per day            | \$15                         | \$15                        | \$15                         | \$15                        |
| TV/DVD/Projector                                 | Per day            | \$25                         | \$25                        | \$25                         | \$25                        |
| Room Rental Attendant                            | Per Hour           | \$35                         | \$35                        | \$35                         | \$35                        |
| Gymnasium – Athletic                             | Per Hour           | \$69                         | \$79                        | \$69                         | \$79                        |
| Gymnasium – Weekday (M-F)                        | Per Hour           | \$90                         | \$100                       | \$90                         | \$100                       |
| Gymnasium – Wedding Package (0-300 ppl)          | Per Day            | \$900                        | \$1,300                     | \$900                        | \$1,300                     |
| National Guard Gym Kitchen                       | Per day            | \$90                         | \$90                        | \$90                         | \$90                        |
| Catering                                         | Flat fee           | \$50                         | \$50                        | \$50                         | \$50                        |
| Alcohol                                          | Flat fee           | \$50                         | \$50                        | \$50                         | \$50                        |
| West Rink-Turf                                   | Per Hour           | \$90                         | \$100                       | \$90                         | \$100                       |
| Childcare Drop-In Rate(non-member)               | Per Hour/per child | \$3.50                       | \$3.50                      | \$3.50                       | \$3.50                      |
| Childcare Employee Rate                          | Per Hour/per child | \$1                          | \$1                         | \$1                          | \$1                         |
| Membership – Single Enrollment Fee               | One-Time           | \$49                         | \$59                        | \$49                         | \$59                        |
| Membership – Dual Enrollment Fee                 | One-Time           | \$49                         | \$59                        | \$49                         | \$59                        |
| Membership – Household Enrollment Fee            | One-Time           | \$49                         | \$59                        | \$49                         | \$59                        |
| Membership – Senior (60+)                        | Annual             | \$459                        | \$459                       | \$459                        | \$459                       |
| Membership – Single                              | Annual             | \$592                        | \$592                       | \$592                        | \$592                       |
| Membership – Dual                                | Annual             | \$796                        | \$796                       | \$796                        | \$796                       |
| Membership – Household (up to 6)                 | Annual             | \$918                        | \$918                       | \$918                        | \$918                       |
| Membership – PCA added to household              | Annual             | \$204                        | \$204                       | \$204                        | \$204                       |
| Membership – Senior (60+)                        | Monthly            | \$45                         | \$45                        | \$45                         | \$45                        |
| Membership – Single                              | Monthly            | \$58                         | \$58                        | \$58                         | \$58                        |
| Membership – Dual                                | Monthly            | \$78                         | \$78                        | \$78                         | \$78                        |
| Membership – Household (up to 6)                 | Monthly            | \$90                         | \$90                        | \$90                         | \$90                        |
| Membership – PCA added to household              | Monthly            | \$17                         | \$17                        | \$17                         | \$17                        |
| City Emp. Membership – Senior (60+)              | Monthly            | \$37                         | \$37                        | \$37                         | \$37                        |
| City Emp. Membership – Single                    | Monthly            | \$47                         | \$47                        | \$47                         | \$47                        |
| City Emp. Membership – Dual                      | Monthly            | \$67                         | \$67                        | \$67                         | \$67                        |
| City Emp. Membership – Household                 | Monthly            | \$77                         | \$77                        | \$77                         | \$77                        |
| Corporate Membership – Senior                    | Monthly            | \$41                         | \$41                        | \$41                         | \$41                        |
| Corporate Membership – Single                    | Monthly            | \$53                         | \$53                        | \$53                         | \$53                        |
| Corporate Membership - Dual                      | Monthly            | \$71                         | \$71                        | \$71                         | \$71                        |
| Corporate Membership - Household                 | Monthly            | \$82                         | \$82                        | \$82                         | \$82                        |
| Military Active - Single                         | Monthly            | \$47                         | \$47                        | \$47                         | \$47                        |
| Military Active – Senior                         | Monthly            | \$37                         | \$37                        | \$37                         | \$37                        |
| Military Active – Dual                           | Monthly            | \$67                         | \$67                        | \$67                         | \$67                        |
| Military Active – Household                      | Monthly            | \$77                         | \$77                        | \$77                         | \$77                        |
| Military Vet – Senior-change to military rate    | Monthly            | \$41                         | \$41                        | \$37                         | \$37                        |
| Military Vet – Single-change to military rate    | Monthly            | \$53                         | \$53                        | \$47                         | \$47                        |
| Military Vet – Dual-change to military rate      | Monthly            | \$71                         | \$71                        | \$67                         | \$67                        |
| Military Vet – Household-change to military rate | Monthly            | \$82                         | \$82                        | \$77                         | \$77                        |
| 1 month Fee-Single                               | Monthly            | -                            | -                           | \$65                         | \$65                        |
| 1 month Fee-Household                            | Monthly            | -                            | -                           | \$100                        | \$100                       |
| Daily Admission after 5:30pm (waterpark)         | Daily              | \$6                          | \$6                         | \$6                          | \$6                         |

|                                                      |                 |                            |                            |          |          |
|------------------------------------------------------|-----------------|----------------------------|----------------------------|----------|----------|
| Daily Admission before Noon (waterpark/features off) | Daily           | \$3                        | \$3                        | \$3      | \$3      |
| Daily Admission after 8 pm                           | Daily           | \$6                        | \$6                        | \$6      | \$6      |
| Daily Admission – Youth (1-9-year-old)               | Daily           | \$6                        | \$6                        | \$6      | \$6      |
| Daily Admission – Adult/Senior (Ages 10+)            | Daily           | \$9                        | \$9                        | \$9      | \$9      |
| Daily Admission – Observer                           | Daily           | \$5                        | \$5                        | \$5      | \$5      |
| 10-time Pass – Youth/Senior                          | 10 Visits       | \$80                       | \$80                       | \$80     | \$80     |
| 10-time Pass – Adult                                 | 10 Visits       | \$85                       | \$85                       | \$85     | \$85     |
| ATM Transaction Fee                                  | Per Transaction | \$3                        | \$3                        | \$3      | \$3      |
| Open Gym                                             | Daily           | \$3                        | \$5                        | \$3      | \$5      |
| Open Gym – Members                                   | Daily           | Free                       | Free                       | Free     | Free     |
| Open Pickleball-Members                              | Daily           | Free                       | Free                       | Free     | Free     |
| Open Pickleball-Non-Members                          | Daily           | \$3                        | \$3                        | \$3      | \$3      |
| Open Pickleball-Non-Members                          | 10 Visits       | \$25                       | \$25                       | \$25     | \$25     |
| Fitness Studio Rental                                | Per Hour        | \$55                       | \$65                       | \$55     | \$60     |
| Fitness TRX Room Rental                              | Per Hour        | \$40                       | \$50                       | \$40     | \$50     |
| Open Skate – adults (18 & older)                     | Daily           | \$5                        | \$5                        | \$5      | \$5      |
| Open Skate – children (17 & under)                   | Daily           | \$4                        | \$4                        | \$4      | \$4      |
| Open Skate – Members                                 | Daily           | Free                       | Free                       | Free     | Free     |
| 10-time Pass (Open Skate 18 & Older)                 | 10 Visits       | \$45                       | \$45                       | \$45     | \$45     |
| 10-time Pass (Open Skate 17 & Under)                 |                 | \$36                       | \$36                       | \$36     | \$36     |
| 10-time Pass (Open Hockey)                           | 10 Visits       | \$54                       | \$54                       | \$54     | \$54     |
| Daily Admission-Open Freestyle                       | Daily           | \$8                        | \$8                        | \$8      | \$8      |
| 10-time Pass-Open Freestyle                          | 10 Visits       | \$70                       | \$70                       | \$70     | \$70     |
| Skate Rental                                         | Daily           | \$2                        | \$2                        | \$2      | \$2      |
| Open Hockey                                          | Daily           | \$6                        | \$6                        | \$6      | \$6      |
| Shower Rental                                        | Daily           | \$5                        | \$5                        | \$5      | \$5      |
| Towel Rental                                         | Daily           | \$1                        | \$1                        | \$1      | \$1      |
| Locker Rental (small)                                | Annual          | \$100                      | \$100                      | \$100    | \$100    |
| Locker Rental (large)                                | Annual          | \$200                      | \$200                      | \$200    | \$200    |
| Locker Rental (small)                                | Monthly         | \$11                       | \$11                       | \$11     | \$11     |
| Locker Rental (large)                                | Monthly         | \$22                       | \$22                       | \$22     | \$22     |
| Birthday Party Rental-Friday                         | Per use         | Fri: \$175/<br>Wknd: \$205 | Fri: \$175/<br>Wknd: \$205 | \$195    | \$195    |
| Birthday Party Rental-Wknd Up to 16 ppl              | Per Use         | \$205                      | \$205                      | \$225    | \$225    |
| Birthday Party Rental-Wknd up to 30 ppl              | Per Use         |                            |                            | \$300    | \$300    |
| Skating Birthday Party Rental- up to 16 ppl          | Per Use         |                            |                            | \$195    | \$195    |
| Individual Lane Line                                 | Per Hour        | \$15                       | \$15                       | \$15     | \$15     |
| Leisure Pool                                         | Per Hour        | \$495                      | \$495                      | \$495    | \$495    |
| Lap Pool                                             | Per Hour        | \$125                      | \$125                      | \$125    | \$125    |
| Diving Well                                          | Per Hour        | \$90                       | \$90                       | \$90     | \$90     |
| Swim Event (Lap and Diving)                          | Per Hour        | \$170.50                   | \$170.50                   | \$170.50 | \$170.50 |
| Simley High School -Indiv Lane                       | Per Hour        | \$6.25                     | n/a                        | \$6.25   | n/a      |
| Simley High School-Lap Pool                          | Per Hour        | \$49.50                    | n/a                        | \$49.50  | n/a      |
| Simley High School-Diving Well                       | Per Hour        | \$35.75                    | n/a                        | \$35.75  | n/a      |
| Simley High School- Swim Event                       | Per Hour        | \$68.75                    | n/a                        | \$68.75  | n/a      |

- All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount)
- All fees include tax
- Pool rentals includes lifeguard fee(s)
- Swim Event rental does not include lifeguard fee(s)
- Employee membership rates are also available to City Council members and active Commission members.
- Manager has discretion to negotiate off-peak time usage rates for swimming pools.
- Seasonal staff working at the VMCC are afforded free use of the facility during their employment this does not include their spouse or family members.

| ICE TIME                            | Monday – Friday |                                | Saturday & Sunday |                                |
|-------------------------------------|-----------------|--------------------------------|-------------------|--------------------------------|
|                                     | Prime           | Non Prime                      | Prime             | Non Prime                      |
|                                     | 3:00pm – 9:59pm | Before 3:00pm and after 10pm   | 7:00am – 8:59pm   | Before 7:00am and after 9:00pm |
| October 1, 2018 – March 12, 2019    | \$215           | \$145                          | \$215             | \$145                          |
|                                     | Monday – Friday |                                | Saturday & Sunday |                                |
|                                     | Prime           | Non Prime                      | Prime             | Non Prime                      |
|                                     | 5:00pm – 8:59pm | Before 5:00pm and after 9:00pm | 9:00am – 7:59pm   | Before 9:00am and after 8:00pm |
| March 13, 2018 – September 30, 2018 | \$155           | \$140                          | \$155             | \$140                          |

- \* - Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax
- Manager has discretion to negotiate early and late ice time rates

**CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION**

Consider Approval of Veterans Memorial Community Center Lap and Dive Pools Shell Resurfacing Bid

Meeting Date: November 13, 2018  
 Item Type: Consent Agenda  
 Contact: Tracy Petersen – 651.450.2588  
 Prepared by: Tracy Petersen  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

To accept the following bid of \$216,565 from Horizon Commercial Pool Supply for resurfacing of the lap and dive pools shells.

Only one bid was received. Bid applications were advertised in the newspaper and sent to four (4) reputable contractors. We have a limited time frame in which the work can be performed due to our own internal schedule and the high school swim season schedule and contractors have indicated these constraints have proven challenging to bid on based upon other projects they have scheduled.

Horizon Commercial Pool Supply is the contractor that performed the resurfacing of the water park last fall.

Amount is included in the current VMCC capital budget.

**SUMMARY**

The Grove Aquatic & Fitness Center opened in 2001 making the lap and dive pools 17 years old. The lap and dive pools are used seven (7) days a week for member use, rentals, swimming lessons as well as the home pool for Simley High School Boys and Girls swim teams.

Due to the corrosive environment, the shells of both pools have reached their useful life. Staff has had to make continuous repairs to rusted areas, exposed rebar and tiles coming loose. The surfaces have become a safety issue.

The project will be completed between March 1-April 5, 2019. Staff has altered the spring swim lesson program to allow as minimal of impact to our operations and revenue as possible.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approval of Contract for North Valley Pickleball Courts and Parking Lot Project**

Meeting Date: November 13, 2018  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Brian Swoboda

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

**PURPOSE/ACTION REQUESTED**

Approve a contract with Fred Kolkman Tennis and Sport Surfaces LLC in the amount not to exceed \$9,000 for professional services to develop plans and specifications for the North Valley Pickleball Court Project which includes adding additional parking stalls to the existing parking lot near the tennis courts. Funding for this portion of the project will come from the Park Maintenance Professional Service Budget.

**SUMMARY**

One of the projects identified in the North and South Valley Master Plan process was the repurposing of the existing tennis courts to dedicated pickleball courts.

The intent of the project includes:

- Repurpose two (2) of the existing tennis courts into six (6) pickleball courts
- Removal of the remaining two tennis courts and restore the area into turf
- Increase parking from the existing eight (8) stalls to approximately 20-25 stalls along the curb

Our goal is to have plans and specifications completed in time for early bidding and award of a contract, so a contractor can begin construction in the spring and complete the project towards the end of the summer. The City hired Fred Kolkman for the recently completed Rich Valley Tennis Court project and we were satisfied with their services.



## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Pay Request #3 to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements**

Meeting Date: November 13, 2018  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Brian Swoboda

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve Pay Request #3 to Pember Companies Inc. in the amount of \$193,811.68 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 Council approved change order 1 which is a deduct to the contract for the deletion of base bid item #17, change order 2 which was the addition of a concrete apron, change order 3 included pressure reducing valves, and change order 4 was the tree removal along Doffing Ave.

The contract with Pember Companies Inc. is as follows:

|                  |                     |
|------------------|---------------------|
| Pember Companies | \$843,017           |
| Change Order #1  | (\$340.00)          |
| Change Order #2  | \$420.75            |
| Change Order #3  | \$688.26            |
| Change Order #4  | \$53,764.75         |
| Total            | <u>\$897,550.76</u> |

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                                      |
| <b>Total</b>                                                              | <b>\$1,210,446</b> |                                                              |

# 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: 10563  
Draw: 695  
Invoice date: 10/25/2018  
Period ending date: 10/25/2018

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: \$474,976.16

Retainage: \$23,748.82

Less Previous Requests: \$257,415.66

**Current Request for Payment: \$193,811.68**

Remaining Contract to Bill: \$446,323.42

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.

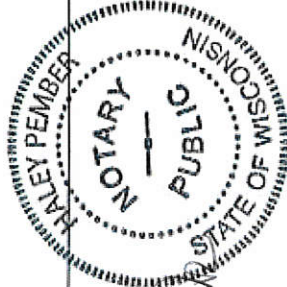
CONTRACTOR: PEMBER COMPANIES, INC.

State Of Wisconsin County Of Dunn

Subscribed and sworn to before me this 15 day of October, 2018

Notary Public Healy Penw

My commission expires: March 13, 2022



PAYMENT RECOMMENDED:

PAYMENT APPROVED:

Engineer Signature  
Candace Amberg, PLA

Owner Signature  
Eric Carlson

Printed Name and Title

Date: 10-25-18

Date: 11/3/18

# REQUEST FOR PAYMENT DETAIL

Project 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10563 Draw: 695 Period Ending Date: 10/25/2018 Detail Page 2 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 |                 |

# REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10563 Draw: 695 Period Ending Date: 10/25/2018 Detail Page 3 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    |                 |
| 10      | MOBILIZATION               | LS              | 1.00         | 33,550.00  | 33,550.00  |          |           | 0.50          | 16,775.00 | 0.50            |
| 20      | CONSTRUCTION SURVEYING     | LS              | 1.00         | 15,000.00  | 15,000.00  | 0.25     | 3,750.00  | 0.75          | 11,250.00 | 0.25            |
| 30      | CLEARING & GRUBBING TREES  | EA              | 4.00         | 985.00     | 3,940.00   |          |           | 1.00          | 985.00    | 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   | 154.00   | 13,860.00 | 154.00        | 13,860.00 | -54.00          |
| 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  | 0.50     | 27,000.00 | 0.75          | 40,500.00 | 0.25            |
| 80      | EXPORT EXCESS SOIL (LV)    | CY              | 1,100.00     | 9.00       | 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 | 79.00           |
| 100     | GEOTEXTILE FABRIC TYPE V   | SY              | 1,500.00     | 1.95       | 2,925.00   |          |           | 1,581.00      | 3,082.95  | -81.00          |
| 110     | CLASS 5 AGGREGATE BASE     | TON             | 760.00       | 23.25      | 17,670.00  |          |           | 645.00        | 14,996.25 | 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  | 1,204.00 | 31,725.40 | 1,204.00      | 31,725.40 | -4.00           |
| 140     | BITUMINOUS TRAIL           | SY              | 550.00       | 33.15      | 18,232.50  | 600.00   | 19,890.00 | 600.00        | 19,890.00 | -50.00          |
| 150     | DRAINAGE STRUCTURE SPECIAL | EA              | 2.00         | 2,885.00   | 5,770.00   | 1.00     | 2,885.00  | 2.00          | 5,770.00  |                 |
| 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    |                 |
| 180     | IRRIGATION CONDUIT         | LF              | 80.00        | 30.00      | 2,400.00   | 60.00    | 1,800.00  | 60.00         | 1,800.00  | 20.00           |
| 190     | 12" SOLID HDPE PIPE SEWER  | LF              | 91.00        | 50.00      | 4,550.00   |          |           | 90.00         | 4,500.00  | 1.00            |
| 200     | 4" PERFORATED HDPE PIPE    | LF              | 600.00       | 20.00      | 12,000.00  |          |           | 500.00        | 10,000.00 | 100.00          |
| 210     | 4" PVC PIPE                | LF              | 45.00        | 26.00      | 1,170.00   |          |           | 25.00         | 650.00    | 20.00           |
| 220     | DRAINTILE CLEANOUT         | EA              | 5.00         | 600.00     | 3,000.00   | 3.00     | 1,800.00  | 4.00          | 2,400.00  | 1.00            |
| 230     | OUTLET CONTROL STRUCTURE   | EA              | 1.00         | 2,750.00   | 2,750.00   |          |           | 1.00          | 2,750.00  |                 |
| 240     | KNIFE GATE VALVE AND BOX   | EA              | 1.00         | 700.00     | 700.00     |          |           | 1.00          | 700.00    |                 |
| 250     | ELECTRICAL SERVICE         | LS              | 1.00         | 117,700.00 | 117,700.00 |          |           |               |           | 1.00            |
| 260     | LIGHT POLES, STEEL         | EA              | 3.00         | 4,825.00   | 14,475.00  |          |           |               |           | 3.00            |
| 270     | LIGHT POLES, FIBERGLASS    | EA              | 1.00         | 5,300.00   | 5,300.00   |          |           |               |           | 1.00            |
| 280     | ROCK EXCAVATION            | CY              | 45.00        | 100.00     | 4,500.00   |          |           | 51.00         | 5,100.00  | -6.00           |
| 290     | TRAFFIC CONTROL            | LS              | 1.00         | 2,500.00   | 2,500.00   |          |           | 0.75          | 1,875.00  | 0.25            |
| 300     | 4" THICK CONCRETE PAVEMENT | SF              | 1,800.00     | 8.70       | 15,660.00  | 1,878.00 | 16,338.60 | 1,878.00      | 16,338.60 | -78.00          |
| 310     | 6" THICK CONCRETE PAVEMENT | SF              | 200.00       | 10.25      | 2,050.00   | 380.00   | 3,895.00  | 380.00        | 3,895.00  | -180.00         |
| 320     | 6" PEDESTRIAN RAMP & CURB  | SF              | 130.00       | 18.75      | 2,437.50   | 130.00   | 2,437.50  | 130.00        | 2,437.50  |                 |
| 330     | 8" THICK CONCRETE APRON    | SF              | 915.00       | 12.60      | 11,529.00  | 880.00   | 11,088.00 | 880.00        | 11,088.00 | 35.00           |

# REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10563 Draw: 695 Period Ending Date: 10/25/2018 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 | 1,000.00 | 43,250.00 | 1,000.00 | 43,250.00     | 1,000.00 | 300.00          |
| 350     | B612 CURB & GUTTER          | LF              | 550.00       | 25.60      | 14,080.00 | 18.00    | 460.80    | 507.00   | 12,979.20     | 507.00   | 43.00           |
| 360     | DETECTABLE WARNING PLATE    | SF              | 16.00        | 59.50      | 952.00    | 16.00    | 952.00    | 16.00    | 952.00        | 16.00    | 1.00            |
| 370     | PARKING LOT STRIPING        | LS              | 1.00         | 800.00     | 800.00    |          |           |          |               |          | 2.00            |
| 380     | ADA PARKING SIGN            | EA              | 2.00         | 230.00     | 460.00    |          |           |          |               |          | 4.00            |
| 390     | BASIN SIGN                  | EA              | 4.00         | 230.00     | 920.00    |          |           |          |               |          | 2.00            |
| 400     | DOG PARK SIGN - SMALL       | EA              | 2.00         | 230.00     | 460.00    |          |           |          |               |          | 1.00            |
| 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 |          |           | 3,500.00 | 38,675.00     | 3,500.00 | 400.00          |
| 440     | WOOD POST & FENCE CORNERS   | EA              | 22.00        | 345.00     | 7,590.00  |          |           | 22.00    | 7,590.00      | 22.00    | 950.00          |
| 450     | 4' HIGH CHAINLINK FENCE     | LF              | 1,450.00     | 27.00      | 39,150.00 | 500.00   | 13,500.00 | 500.00   | 13,500.00     | 500.00   | 1.00            |
| 460     | CHAINLINK DBL ACCESS GATE   | EA              | 3.00         | 1,260.00   | 3,780.00  | 2.00     | 2,520.00  | 2.00     | 2,520.00      | 2.00     | 620.00          |
| 470     | CHAINLINK MAIN GATE         | EA              | 4.00         | 1,715.00   | 6,860.00  | 4.00     | 6,860.00  | 4.00     | 6,860.00      | 4.00     | 2.60            |
| 480     | EROSION CONTROL BLANKET     | SY              | 620.00       | 3.70       | 2,294.00  |          |           |          |               |          | 200.00          |
| 490     | HYDRAULIC SOIL STABILIZER   | ACRE            | 2.60         | 4,210.00   | 10,946.00 |          |           |          |               |          | 0.50            |
| 500     | FILTER LOG WOOD FIBER       | LF              | 1,500.00     | 3.00       | 4,500.00  |          |           | 1,300.00 | 3,900.00      | 1,300.00 | 370.00          |
| 510     | CONSTRUCTION ENTRANCE       | EA              | 1.00         | 715.00     | 715.00    |          |           | 0.50     | 357.50        | 0.50     | -200.00         |
| 520     | EROSION CONTROL SILT FENCE  | LF              | 800.00       | 2.00       | 1,600.00  |          |           | 430.00   | 860.00        | 430.00   | 20.00           |
| 530     | TREE PROTECTION             | LF              | 400.00       | 1.95       | 780.00    |          |           | 600.00   | 1,170.00      | 600.00   | 5.00            |
| 540     | INLET PROTECTION            | EA              | 2.00         | 100.00     | 200.00    |          |           | 2.00     | 200.00        | 2.00     | 10.00           |
| 550     | ENGINEERED SOIL (LV)        | CY              | 200.00       | 98.00      | 19,600.00 |          |           | 180.00   | 17,640.00     | 180.00   | 50.00           |
| 560     | DECIDUOUS TREE 2.5" CAL B&B | EA              | 5.00         | 520.00     | 2,600.00  |          |           |          |               |          | 3.00            |
| 570     | DECIDUOUS TREE 1.5" CAL B&B | EA              | 3.00         | 425.00     | 1,275.00  |          |           |          |               |          | 10.00           |
| 580     | 5-GALLON POTTED SHRUB       | EA              | 10.00        | 73.50      | 735.00    |          |           |          |               |          | 50.00           |
| 590     | 1-GALLON POTTED PERENNIAL   | EA              | 50.00        | 22.80      | 1,140.00  |          |           |          |               |          | 100.00          |
| 600     | SHREDDED HARDWOOD MULCH     | SY              | 100.00       | 91.00      | 9,100.00  |          |           |          |               |          | 0.60            |
| 610     | TURF SEED RESTORATION       | ACRE            | 0.60         | 2,310.00   | 1,386.00  |          |           |          |               |          | 2.00            |
| 620     | TYPE 2 FESCUE TURF SEED     | ACRE            | 2.00         | 1,800.00   | 3,600.00  |          |           |          |               |          | 0.10            |
| 630     | TYPE 3 BASIN SEED MIX       | ACRE            | 0.10         | 2,650.00   | 265.00    |          |           |          |               |          | 2.00            |
| 650     | DRINKING FOUNTAIN           | EA              | 2.00         | 10,100.00  | 20,200.00 |          |           |          |               |          | 17.00           |
| 660     | LIGHT POLES, FIBERGLASS     | EA              | 17.00        | 3,300.00   | 56,100.00 |          |           | 353.00   | 17,650.00     | 353.00   | -3.00           |
| 680     | 1.5" TYPE K COPPER PIPE     | LF              | 350.00       | 50.00      | 17,500.00 |          |           |          |               |          |                 |

# REQUEST FOR PAYMENT DETAIL

Project 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10563 Draw: 695 Period Ending Date: 10/25/2018 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    |                 |
| 690     | 1.5" CURB STOP AND BOX      | EA              | 1.00         | 600.00     | 600.00    |          |        | 1.00          | 600.00    |                 |
| 700     | 1.5" CORPORATION STOP       | EA              | 1.00         | 500.00     | 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  | 5.00            |
| 720     | 2" CURB STOP AND BOX        | EA              | 1.00         | 750.00     | 750.00    |          |        | 1.00          | 750.00    |                 |
| 730     | 2" CORPORATION STOP         | EA              | 1.00         | 600.00     | 600.00    |          |        | 1.00          | 600.00    |                 |
| 740     | BLOWOFF VALVE ASSEMBLY      | EA              | 1.00         | 1,500.00   | 1,500.00  |          |        | 1.00          | 1,500.00  |                 |
| 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 |                 |

|        |  |  |  |  |            |  |            |  |            |  |
|--------|--|--|--|--|------------|--|------------|--|------------|--|
| Totals |  |  |  |  | 897,550.76 |  | 204,012.30 |  | 474,976.16 |  |
|--------|--|--|--|--|------------|--|------------|--|------------|--|

# REQUEST FOR PAYMENT DETAIL

Project 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 10563 Draw: 695 Period Ending Date: 10/25/2018 Detail Page 6 of 6 Pages

| Item ID | Description | CONTRACTED      |              |            | CURRENT  |        | TOTAL TO DATE |        | Units to Finish |
|---------|-------------|-----------------|--------------|------------|----------|--------|---------------|--------|-----------------|
|         |             | Unit of Measure | Bid Quantity | Unit Price | Quantity | Amount | Quantity      | Amount |                 |

CO CO Item and Description CO Amount

1 CHANGE ORDER NO 1 54,533.76

Total Change Order amount 54,533.76



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE**

Meeting Date: November 13, 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:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider approval of six (6) 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:

- BRANDT UTHUS; 4899 BITTERMAN PATH; TOWNHOUSE
- JOHN BRONDELLO; 8851 BRODERICK BLVD; MONUMENT RIDGE ESTATES
- JACQUELINE LOYE; 4683 BLAINE AVENUE; TOWNHOUSE
- JACQUELINE LOYE; 4696 BLAINE AVENUE, TOWNHOUSE
- JUDY CROSBY; 5220 GREYSTONE DRIVE; GREYSTONE HEIGHTS
- JUDY CROSBY; 8213 COLLEGE TRAIL; THE COMMONS OF INVER GROVE

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

**Acknowledge Release of the Quiet Zone Notice of Intent (Resubmittal) for Implementation of a Quiet Zone at 65<sup>th</sup> ST, 66<sup>th</sup> ST, Upper 71<sup>st</sup> ST, a private crossing, and 105<sup>th</sup> ST**

Meeting Date: November 13, 2018

Item Type: Consent Agenda

Prepared by: Janice Gundlach, CD Director

Reviewed by: Janice Gundlach, CD Director

Contact: 651-450-2546

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Acknowledge release of the Quiet Zone Notice of Intent (Resubmittal) for implementation of a quiet zone at the crossings of 65<sup>th</sup> Street, 66<sup>th</sup> Street, Upper 71<sup>st</sup> Street, private crossing, and 105<sup>th</sup> Street along the Union Pacific Railway. This resubmitted Quiet Zone Notice of Intent (NOI) dated October 19, 2018 corrects the previously released NOI dated July 11, 2018.

**SUMMARY:**

On May 29, 2018 and June 11, 2018, the Council authorized a Proposal for Professional Services for Quiet Zone implementation in the Concord neighborhood, consisting of four crossings, including 65<sup>th</sup> Street, 66<sup>th</sup> Street, Upper 71<sup>st</sup> Street, and a private crossing just south of Upper 71<sup>st</sup> Street. During these discussions, and at the public's request, the 105<sup>th</sup> Street crossing was added. Based on a diagnostic meeting on October 13, 2017, the crossings of 65<sup>th</sup> Street, 66<sup>th</sup> Street, Upper 71<sup>st</sup> Street, and a private crossing were determined to meet the minimum risk threshold for establishment of a quiet zone per the Federal Railroad Authority (FRA) standards. Thus, the City's consultant drafted the NOI dated July 11, 2018 and distributed for the formal 60-day comment period. It was determined at that time the 105<sup>th</sup> Street crossing would have to be done at a later date once funding was secured for the necessary upgrades to meet the minimum risk threshold.

During the comment period, John Venice with the Union Pacific contacted staff and advised they installed the constant warning time circuitry at the 105<sup>th</sup> Street crossing and the City would not have to bear the cost of that improvement (\$250,000-\$300,000). The constant warning time circuitry allows this crossing to be added to the quiet zone, being the crossing now meets the minimum risk threshold established by the FRA. After notifying the City's consultant (SRF) of this, it was advised the Quiet Zone Notice of Intent be resubmitted to include the 105<sup>th</sup> ST crossing instead of establishing a separate quiet zone for this crossing. Council is advised the resubmitted NOI delays implementation of the quiet zone by approximately 45 days. While the delay is not ideal, adding the fourth public crossing (fifth total) to the quiet zone provides better risk insulation for the FRA's periodic recertification process, which occurs every one-five years.

The Quiet Zone Notice of Intent (Resubmittal) dated October 19, 2018 has been sent to stakeholders and is available for comment for 60 days (December 18, 2018). Following that, a 21-day Notice of Establishment (NOE) will go out advising stakeholders of the effective date. This sets implementation at approximately January 10, 2019.

Two residents have been in contact with staff regarding this process. One resident lives in the Concord neighborhood and the other near the 105<sup>th</sup> Street crossing. Both have been advised of this action and the timeline for implementation of the quiet zone.

**ATTACHMENT:**

Quiet Zone Notice of Intent (Resubmittal) October 19, 2018

# **Inver Grove Heights, Minnesota Quiet Zone Notice of Intent (Resubmittal)**

***Union Pacific, Albert Lea Subdivision***

**City of Inver Grove Heights, Minnesota**



October 19, 2018

SRF No. 11702

## Resubmittal Note

A Notice of Intent for the Inver Grove Quiet Zone was originally submitted to stakeholders on July 11, 2018. Since that date, Union Pacific (UP) Railroad has installed additional crossing signal upgrades at an adjacent crossing (15<sup>th</sup> Street, 184912T). This revised Notice of Intent reflects the inclusion of the 105<sup>th</sup> Street crossing in the quiet zone and replaces the previously submitted version.

## Introduction

This Quiet Zone Notice of Intent is being submitted on behalf of the City of Inver Grove Heights, Minnesota (the City). The proposed quiet zone is located on the UP Albert Lea Subdivision from 105<sup>th</sup> Street to 65<sup>th</sup> Street. The quiet zone will include four public, and one private, vehicular crossings in the City.

The City has been in coordination with a number of agencies and stakeholders during this effort including the Federal Railroad Administration (FRA), UP, the Minnesota Department of Transportation (MnDOT), and property owners adjacent to the crossings. The summary notes from an October 13, 2017 diagnostic meeting discussing the proposed mitigation measures for a quiet zone at these crossings are included in Attachment A.

All affected parties have the opportunity to submit information or comments within 60 days of the date of this Notice. Please submit all information and/or comments to Janice Gundlach, Community Development Director, who will serve as the point of contact for this project. Ms. Gundlach can be reached by telephone at 651-450-2546 or by email at [jgundlach@invergroveheights.org](mailto:jgundlach@invergroveheights.org). Additional contact information is included at the end of this notice.

## List of Crossings within the Quiet Zone

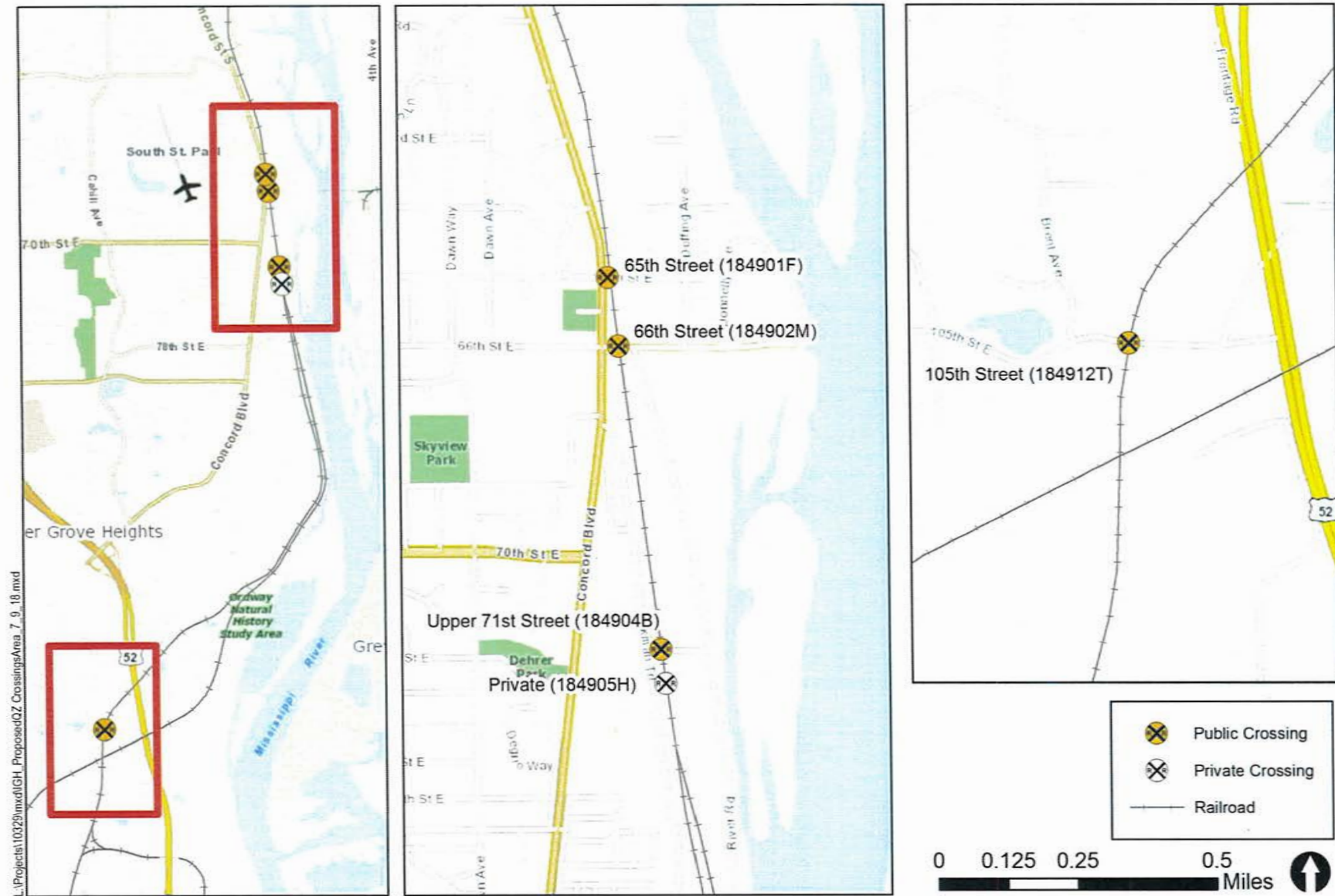
Quiet Zone Name: Inver Grove Heights Concord Neighborhood Quiet Zone

Current train volumes on the mainline tracks through the corridor are nine per day. The proposed quiet zone crossings, including the USDOT crossing ID number and the most recent daily traffic volumes are summarized in Table 1.

**Table 1. Proposed Quiet Zone Crossings**

| Street or Highway Name        | USDOT Crossing ID Number | Average Daily Traffic (2018) |
|-------------------------------|--------------------------|------------------------------|
| 65 <sup>th</sup> Street       | 184901F                  | 638                          |
| 66 <sup>th</sup> Street       | 184902M                  | 2,191                        |
| Upper 71 <sup>st</sup> Street | 184904B                  | 150                          |
| Private Crossing              | 184905H                  | n/a                          |
| 105 <sup>th</sup> Street      | 184912T                  | 159                          |

The locations of the crossings are shown in Figure 1. The current version of the USDOT grade crossing inventory forms for the crossings are included in Attachment B. They have been updated to reflect the current warning device configuration and to show current traffic and train volumes.



**SRF** Consulting Group, Inc. **Proposed Quiet Zone Crossings**  
Inver Grove Heights, MN Quiet Zone Assessment

Figure 1



## Minimum Quiet Zone Requirements

According to the FRA's Train Horn Rule, each public crossing in a new quiet zone must be equipped with gates and flashing lights with power out indicators. The Rule also requires that crossings be equipped with constant warning time (CWT) detectors where reasonably practical. The crossings at 65<sup>th</sup> Street, 66<sup>th</sup> Street, Upper 71<sup>st</sup> Street, and 105<sup>th</sup> Street have all been recently upgraded with the minimum requirements, including CWT detection. The private crossing south of Upper 71<sup>st</sup> Street is not subject to these minimum requirements and is currently equipped with crossbucks and stop signs.

All the crossings are equipped with advance warning signs and will be equipped with the "No Train Horn" warning signs prior to quiet zone implementation.

## Time Period Restrictions

Train horns will be restricted at this quiet zone 24 hours per day.

## Quiet Zone Implementation Plan

The City intends to qualify for quiet zone implementation under regulatory provision 222.39(a)(2)(i) "If the Quiet Zone Risk Index [QZRI] is at, or below, the Nationwide Significant Risk Threshold [NSRT] without being reduced by implementation of SSMs." The current QZRI in this proposed quiet zone is 7,887 compared to an NSRT of 14,723. The risk calculations documenting that the existing QZRI is below the NSRT are shown in Attachment C.

## Point of Contact Information

Quiet Zone Name: Inver Grove Heights Concord Neighborhood Quiet Zone

Date: October 19, 2018

The following individual is responsible for monitoring compliance with §222:

Name: Janice Gundlach  
Title: Community Development Director  
Organization: City of Inver Grove Heights  
Address: 8150 Barbara Avenue  
Inver Grove Heights, MN 55077  
Phone: 651-450-2546  
Email: [jgundlach@invergroveheights.org](mailto:jgundlach@invergroveheights.org)

## Notification List

Notice of this Quiet Zone Notice of Intent was provided to the following individuals:

|               |                                                                                                    |
|---------------|----------------------------------------------------------------------------------------------------|
| Name:         | Robert Lauby                                                                                       |
| Title:        | Associate Administrator for Safety                                                                 |
| Organization: | Federal Railroad Administration                                                                    |
| Address:      | 1200 New Jersey Avenue<br>Washington, DC 20590                                                     |
| Name:         | Tammy Wagner                                                                                       |
| Title:        | Regional Crossing Manager                                                                          |
| Organization: | Federal Railroad Administration                                                                    |
| Address:      | 200 West Adams Street, Suite 310<br>Chicago, IL 60606                                              |
| Name:         | Tom Domres                                                                                         |
| Title:        | Regional Crossing Manager                                                                          |
| Organization: | Federal Railroad Administration                                                                    |
| Address:      | 80 44 <sup>th</sup> Ave NE<br>Minneapolis, MN 55421                                                |
| Name:         | John Venice                                                                                        |
| Title:        | Manager Public Projects                                                                            |
| Organization: | Union Pacific Railroad                                                                             |
| Address:      | 101 N Wacker Drive, Suite 1920<br>Chicago, IL 60606                                                |
| Name:         | Chris Rice                                                                                         |
| Title:        | Project Manager                                                                                    |
| Organization: | Minnesota Department of Transportation                                                             |
| Address:      | 395 John Ireland Boulevard – Transportation Building<br>Saint Paul, MN 55155-1899                  |
| Name:         | Kathryn Hunter                                                                                     |
| Address:      | Property owner adjacent to private crossing<br>7275 River RD<br>Inver Grove Heights, MN 55077      |
| Name:         | T & J Stanton Family LTD Partnership                                                               |
| Address:      | Property owner adjacent to private crossing<br>7280 Dickman Trail<br>Inver Grove Heights, MN 55077 |

## Attachments

Attachment A: Diagnostic Meeting Minutes  
Attachment B: Revised Grade Crossing Inventory Forms  
Attachment C: Quiet Zone Risk Calculation



## **Attachment A: Diagnostic Meeting Summary**

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## **INVER GROVE HEIGHTS, MN QUIET ZONE DIAGNOSTIC MEETING**

**MEETING MINUTES  
9:00 A.M. October 13th, 2017**

**ATTENDEES:**

Tom Link, City of Inver Grove Heights  
Scott Thureen, City of Inver Grove Heights  
Chris Rice, MnDOT  
Tammy Wagner, FRA

Tom Domres, FRA  
John Venice, Union Pacific Railroad  
Chris Ryan, SRF Consulting Group  
Joe Lampe, SRF Consulting Group

**Note: These meeting minutes also include the comments and recommendations from a diagnostic meeting held on October 12, 2017 with Tom Link (City of Inver Grove Heights), Nik Shepard (Progressive Rail), and Chris Ryan (SRF Consulting Group).**

The diagnostic meeting participants, including representatives from the City of Inver Grove Heights, the Federal Railroad Administration (FRA), Union Pacific Rail (UPRR), and the Minnesota Department of Transportation (MnDOT) met at the Inver Grove Heights City Hall building to discuss the steps necessary to implement a quiet zone in the City of Inver Grove Heights under the FRA's Train Horn Rule. A copy of the sign-in sheet with contact information is provided as an attachment.

The meeting began with introductions and a brief project overview. The purpose of the meeting was to investigate and gather input on the various Supplemental Safety Measure (SSM) and Alternative Safety Measure (ASM) options available at each crossing in the proposed quiet zone. The quiet zone diagnostic meeting is also an opportunity to identify other concerns or issues related to the crossing such as safety, traffic operations, construction needs, etc.

The review included four public crossings (65<sup>th</sup> St, 66<sup>th</sup> St, Upper 71<sup>st</sup> St, and 105<sup>th</sup> St) and one private crossing located along UPRR's Albert Lea Subdivision, and one crossing (Azalea Way) located along Progressive Rail's Austin subdivision in the City of Inver Grove Heights. Informational packets distributed to the group included the following materials:

1. 8.5x11 aerial maps showing the layout of each crossing
2. United States Department of Transportation (USDOT) grade crossing inventory forms for each of the crossings
3. United States Department of Transportation (USDOT) accident history reports for the previous five years.
4. A blank evaluation sheet for the diagnostic team members to document the preferred SSM/ASM improvement options and other field notes

Once introductions were complete, Tammy Wagner (FRA) discussed the potential timeline for implementation of the quiet zone, noting the Notice of Intent (NOI) and its associated 60-day comment period, the approximately six- to nine-month review period for a Quiet Zone Application (if ASM improvements are used), and the 21-day period between the submittal of

the Notice of Establishment (NOE) and the actual establishment of the quiet zone. Tammy discussed the FRA's periodic recertification process wherein the City must document that the crossings still comply with the Train Horn Rule requirements. This process occurs once every one to five years depending on how the quiet zone is established. Tammy also reminded the group that a quiet zone prevents the *routine* sounding of horns, but horns may still be sounded in cases of emergency (vehicle, pedestrian, or animal on the tracks), in cases where construction or maintenance personnel are in close proximity to the track, or if the crossing warning devices are not functioning correctly.

John Venice (Union Pacific Railroad) followed with information on upgrades that have been made to certain crossings and the impacts that these changes have on quiet zone criteria and the status of each crossing. The crossings at 66<sup>th</sup> Street and Upper 71<sup>st</sup> Street have recently been upgraded with gates, flashing lights, and CWT detection. The crossing at 65<sup>th</sup> Street is scheduled for a similar upgrade within the next year.

Chris Ryan (SRF Consulting Group) proceeded with an overview of the SSM and ASM options available for each crossing in accordance with the Train Horn Rule, the overall costs and benefits of each option, and how recent upgrades to certain crossings fit into both options.

John Venice then gave a general safety briefing and code of conduct for crossing site visits. Attendees then headed to the field to visit the crossings and to conduct a diagnostic review and to discuss potential safety measure updates for the crossings in the proposed quiet zone.

A summary of the notes, discussion items, and recommended improvements for each crossing is provided in the tables on the following pages. General comments from the meeting that apply to all crossings are as follows:

- All crossings will need to be equipped with "No Train Horn" signs if a quiet zone is implemented. Other rail crossing signage and pavement markings consistent with the guidance in the Manual on Uniform Traffic Control Devices (MUTCD) are also required.
- Updated traffic volumes will need to be collected at the crossings if quiet zone implementation is pursued. The FRA prefers count within one year for local roads and within three years for state or county highways.
- John Venice confirmed that current average daily train volumes through the UPRR crossings are nine per day. Nik Shepard confirmed that current average daily train volumes through the Progressive Rail crossing is two per day.

The next steps of the quiet zone implementation process were also reviewed. Following the diagnostic meeting, the City will work to identify the appropriate crossing improvements at each crossing necessary to qualify for a quiet zone. If the quiet zone moves forward, a Notice of Intent will be submitted to all stakeholders providing an overview of the proposed improvements. This notice is subject to a 60-day comment period. If ASM crossing improvements are used, the FRA will require the submittal of a Quiet Zone Application. This application must be reviewed by the FRA's Railroad Safety Board and the processing time is currently estimated at six to nine months.



Construction of the improvements typically occurs following FRA approval of this application. Construction may occur prior to approval, but any modifications required by the FRA would need to be incorporated. Once the Quiet Zone Application is approved and the crossing improvements are installed, a Notice of Quiet Zone Establishment will be submitted to all stakeholders. The quiet zone will go into effect 21 days after this Notice.

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>65<sup>th</sup> Street</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                            | FRA Crossing ID: <b>184901F</b>                    |                                                                                                                                                                                                                                                                                                                                       |
| Crossing Improvement Options (Rank Top 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                            |                                                    |                                                                                                                                                                                                                                                                                                                                       |
| <b>SSMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> 4-Quadrant Gate<br><input type="checkbox"/> Non-Traversable Medians<br><input type="checkbox"/> Channelized Delineators<br><input type="checkbox"/> Wayside Horns<br><input type="checkbox"/> Closure<br><input type="checkbox"/> One-Way Streets | <b>ASMs:</b>                                       | <input type="checkbox"/> 3-Quadrant Gate<br><input checked="" type="checkbox"/> 1 Reduced Length Non-Traversable Medians<br><input type="checkbox"/> Reduced Length Channelized Delineators<br><input type="checkbox"/> Other (Describe):<br><div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> 2 No Treatment |                                                                                                                                                                                                                                                                                                                                       |
| <p><b>Notes:</b></p> <p>This crossing is scheduled for a warning device upgrade (gates, flashing lights, CWT detection) by UPRR within the next year. The roadway width at this crossing is 42 feet to the west and 23 feet to the east. To the west of the crossing an intersection with Concord Boulevard begins approximately 25 feet from the nearest rail. There are no conflicting roadways or accesses east of the crossing within 100 feet of the crossing. The track at this crossing consists of one mainline track. The Mississippi River Regional Trail (MRRT) crosses this crossing on the north side of the roadway. Current pedestrian/bicycle counts are not known at this location, but are not required for quiet zone implementation.</p> <p>Full-length non-traversable medians are not possible to the west of the crossing due to the proximity of Concord Boulevard. The diagnostic team recommended the use of ASM reduced length medians with approximately 15-20 feet of median west of the crossing and a full 100 feet of median east of the crossing. The roadway east of the crossing will likely need to be widened to accommodate the median. The diagnostic team also recommended installing curb and gutter to better define the roadway edge. The City noted that the proposed median west of the crossing will likely encroach on Dakota County right-of-way. The City will need to coordinate with County on the implementation of this improvement.</p> <p>The diagnostic team recommended advanced warning signage for the MRRT trail. The team felt that no additional pedestrian warning devices were warranted.</p> |                                                                                                                                                                                                                                                                            |                                                    |                                                                                                                                                                                                                                                                                                                                       |

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| <b>66<sup>th</sup> Street</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                         | FRA Crossing ID: <b>184902M</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |                                                                                                                                                                                                                              |                                                    |
| Crossing Improvement Options (Rank Top 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |                                                                                                                                                                                                                              |                                                    |
| <b>SSMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> 4-Quadrant Gate<br><input checked="" type="checkbox"/> 1 Non-Traversable Medians<br><input type="checkbox"/> Channelized Delineators<br><input type="checkbox"/> Wayside Horns<br><input type="checkbox"/> Closure<br><input type="checkbox"/> One-Way Streets | <table style="width: 100%; border: none;"> <tr> <td style="width: 10%; padding: 5px; text-align: center; vertical-align: middle;"><b>ASMs:</b></td> <td style="width: 70%; padding: 5px;"> <input type="checkbox"/> 3-Quadrant Gate<br/> <input type="checkbox"/> Reduced Length Non-Traversable Medians<br/> <input type="checkbox"/> Reduced Length Channelized Delineators<br/> <input type="checkbox"/> Other (Describe):           </td> <td style="width: 20%; padding: 5px; vertical-align: top;"> <input checked="" type="checkbox"/> 2 No Treatment           </td> </tr> </table> | <b>ASMs:</b> | <input type="checkbox"/> 3-Quadrant Gate<br><input type="checkbox"/> Reduced Length Non-Traversable Medians<br><input type="checkbox"/> Reduced Length Channelized Delineators<br><input type="checkbox"/> Other (Describe): | <input checked="" type="checkbox"/> 2 No Treatment |
| <b>ASMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> 3-Quadrant Gate<br><input type="checkbox"/> Reduced Length Non-Traversable Medians<br><input type="checkbox"/> Reduced Length Channelized Delineators<br><input type="checkbox"/> Other (Describe):                                                            | <input checked="" type="checkbox"/> 2 No Treatment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |                                                                                                                                                                                                                              |                                                    |
| <b>Notes:</b><br><br><p>This crossing has recently been upgraded by UPRR with gates, flashing lights, and CWT detection. The roadway width at this crossing is 27 feet. To the west of the crossing an intersection with Concord Boulevard begins approximately 74 feet from the gate arm. There are no conflicting roadways or accesses east of the crossing within 100 feet of the gate. The track at this crossing consists of one mainline and one siding track. A city pedestrian/bicycle trail crosses this crossing on the north side of the roadway. Current pedestrian/bicycle counts are not known at this location.</p> <p>The diagnostic team recommended the use of SSM full-length medians with approximately 70-75 feet of median west of the crossing and a full 100 feet of median east of the crossing. The proposed median west of the crossing will likely encroach on Dakota County right-of-way. The City will need to coordinate with County on the implementation of this improvement.</p> <p>The diagnostic team recommended advanced warning signage for the city bicycle trail. The team felt that no additional pedestrian warning devices were warranted.</p> |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |                                                                                                                                                                                                                              |                                                    |



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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Upper 71<sup>st</sup> Street</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | FRA Crossing ID: <b>184904B</b>                                                                                                                                                                                                                              |
| Crossing Improvement Options (Rank Top 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                              |
| <b>SSMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <div style="border: 1px solid black; background-color: #e0f0ff; padding: 5px;"><div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 40%;"><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> 4-Quadrant Gate</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input checked="" type="checkbox"/> 1 Non-Traversable Medians</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Channelized Delineators</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Wayside Horns</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Closure</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> One-Way Streets</div></div><div style="width: 5%; text-align: center; font-weight: bold;">ASMs:</div><div style="width: 40%;"><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> 3-Quadrant Gate</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Reduced Length Non-Traversable Medians</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Reduced Length Channelized Delineators</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Other (Describe):</div></div></div></div> | <div style="display: flex; align-items: center; justify-content: center;"><div style="width: 40px; border-bottom: 1px solid black; margin-right: 5px;"></div><div style="text-align: center;">2</div><div style="margin-left: 5px;">No Treatment</div></div> |
| <b>Notes:</b> <p>This crossing has recently been upgraded by UPRR with gates, flashing lights, and CWT detection. The roadway width at this crossing is 19 feet. To the west of the crossing an intersection with Dickman Trail begins approximately 75 feet from the gate. There are no conflicting roadways or accesses east of the crossing within 100 feet of the gate. The track at this crossing consists of one mainline and one siding track.</p> <p>The diagnostic team recommended the use of SSM full-length medians with approximately 70-75 feet of median west of the crossing and a full 100 feet of median east of the crossing. The roadway on both sides of the crossing will need to be widened and resurfaced to accommodate the median. The diagnostic team also recommended installing curb and gutter to better define the roadway edge. The existing timber crossing surface will also need to be upgraded and widened to accommodate the wider roadway.</p> <p>The team felt that no additional pedestrian warning devices were warranted due to low pedestrian volumes.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                              |

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| <b>Private</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | FRA Crossing ID: <b>184905H</b>                                                                                                                                                                                                                              |
| Crossing Improvement Options (Rank Top 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                              |
| <b>SSMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <div style="border: 1px solid black; background-color: #e0f0ff; padding: 5px;"><div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 40%;"><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> 4-Quadrant Gate</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Non-Traversable Medians</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Channelized Delineators</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Wayside Horns</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Closure</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> One-Way Streets</div></div><div style="width: 5%; text-align: center; font-weight: bold;">ASMs:</div><div style="width: 40%;"><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> 3-Quadrant Gate</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Reduced Length Non-Traversable Medians</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Reduced Length Channelized Delineators</div><div style="display: flex; align-items: center; margin-bottom: 5px;"><input type="checkbox"/> Other (Describe):</div></div></div></div> | <div style="display: flex; align-items: center; justify-content: center;"><div style="width: 40px; border-bottom: 1px solid black; margin-right: 5px;"></div><div style="text-align: center;">1</div><div style="margin-left: 5px;">No Treatment</div></div> |
| <b>Notes:</b> <p>While upgrades to private crossings are not required under the FRA's Train Horn Rule, they must be reviewed during the diagnostic meeting to identify any safety concerns and to recommend improvements. The crossing is currently equipped with stop signs. The diagnostic team recommended no additional crossing improvements at this location.</p> <p>Prior to quiet zone implementation, the City must contact the private crossing owner to update them on the diagnostic review notes and discussion items. The owner must also be included on any quiet zone documentation including the Notice of Intent, Quiet Zone Application, and Notice of Establishment.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                              |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>105<sup>th</sup> Street E</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                            | FRA Crossing ID: <b>184912T</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                                                                                                                                                                                                                           |                                                |
| Crossing Improvement Options (Rank Top 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                                                                                                                                                                                                                           |                                                |
| <b>SSMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> 4-Quadrant Gate<br><input type="checkbox"/> Non-Traversable Medians<br><input type="checkbox"/> Channelized Delineators<br><input type="checkbox"/> Wayside Horns<br><input type="checkbox"/> Closure<br><input type="checkbox"/> One-Way Streets | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 5px; text-align: center; vertical-align: middle;"><b>ASMs:</b></td> <td style="width: 70%; padding: 5px;"> <input type="checkbox"/> 3-Quadrant Gate<br/> <input checked="" type="checkbox"/> 1 Reduced Length Non-Traversable Medians<br/> <input type="checkbox"/> Reduced Length Channelized Delineators<br/> <input type="checkbox"/> Other (Describe):           </td> <td style="width: 20%; padding: 5px; vertical-align: top;"> <input checked="" type="text"/> 2 No Treatment           </td> </tr> </table> | <b>ASMs:</b> | <input type="checkbox"/> 3-Quadrant Gate<br><input checked="" type="checkbox"/> 1 Reduced Length Non-Traversable Medians<br><input type="checkbox"/> Reduced Length Channelized Delineators<br><input type="checkbox"/> Other (Describe): | <input checked="" type="text"/> 2 No Treatment |
| <b>ASMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> 3-Quadrant Gate<br><input checked="" type="checkbox"/> 1 Reduced Length Non-Traversable Medians<br><input type="checkbox"/> Reduced Length Channelized Delineators<br><input type="checkbox"/> Other (Describe):                                  | <input checked="" type="text"/> 2 No Treatment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                                                                                                                                                                                                                           |                                                |
| <b>Notes:</b><br><br><p>This crossing is equipped with gates and flashing lights, but not with CWT detection. The roadway width at this crossing is 23 feet. The roadway surface is unpaved. To the west of the crossing there is an intersection with the commercial access to Fly N Hy Kennel 39 feet from the gate. There are no conflicting roadways or accesses east of the crossing within 100 feet of the crossing. The track at this crossing consists of one mainline track. A UPRR rail signal control point is located south of the crossing. Here, even though the crossing may be located within a quiet zone, trains may blow three long horns as part of their standard train movement operations.</p> <p>Full-length non-traversable medians are not possible to the west of the crossing due to the proximity of Fly N Hy Kennel. The diagnostic team recommended the use of ASM reduced length medians with approximately 25-30 feet of median west of the crossing and a full 100 feet of median east of the crossing. The roadway on both sides of the crossing will need to be paved and potentially widened to accommodate the median. The diagnostic team also recommended installing curb and gutter to better define the roadway edge.</p> <p>The team felt that no additional pedestrian warning devices were warranted due to low pedestrian volumes.</p> |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                                                                                                                                                                                                                           |                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azalea Way</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                            | FRA Crossing ID: <b>696370B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Crossing Improvement Options (Rank Top 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>SSMs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> 4-Quadrant Gate<br><input type="checkbox"/> Non-Traversable Medians<br><input type="checkbox"/> Channelized Delineators<br><input type="checkbox"/> Wayside Horns<br><input type="checkbox"/> Closure<br><input type="checkbox"/> One-Way Streets | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>ASMs:</b><br/> <input type="checkbox"/> 3-Quadrant Gate<br/> <input checked="" type="checkbox"/> 1 Reduced Length Non-Traversable Medians<br/> <input type="checkbox"/> Reduced Length Channelized Delineators<br/> <input type="checkbox"/> Other (Describe):         </div> <div style="width: 45%; text-align: center;"> <input checked="" type="checkbox"/> 2 No Treatment         </div> </div> |
| <p><b>Notes:</b></p> <p>This crossing is equipped with gates and flashing lights, but not with CWT detection. The roadway width at this crossing is 29 feet. To the east of the crossing an intersection with Jefferson Trail W begins approximately 27 feet from the gate. There are no conflicting roadways or accesses west of the crossing within 100 feet. The track at this crossing consists of one mainline track.</p> <p>Full-length non-traversable medians are not possible to the east of the crossing due to the proximity of Jefferson Trail W. The diagnostic team recommended the use of ASM reduced length medians with approximately 20-25 feet of median east of the crossing and a full 100 feet of median west of the crossing</p> <p>The team felt that no additional pedestrian warning devices were warranted due to low pedestrian volumes.</p> |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



## **Attachment B: Revised Grade Crossing Inventory Forms**

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# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

|                                                           |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>A. Revision Date</b><br>(MM/DD/YYYY)<br>05 / 23 / 2017 | <b>B. Reporting Agency</b><br><input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit<br><input type="checkbox"/> State <input type="checkbox"/> Other | <b>C. Reason for Update (Select only one)</b><br><input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed<br><input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction | <b>D. DOT Crossing Inventory Number</b><br><br>184901F |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|

## Part I: Location and Classification Information

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Primary Operating Railroad<br>Union Pacific Railroad Company [UP]                                                                                                                                                                                                                                                            |                                                                                                                                                         | 2. State<br>MINNESOTA                                                                                                                          |                                                                                                                                                                                                      | 3. County<br>DAKOTA                                                                                                                                   |                                                                                                                                          |
| 4. City / Municipality<br><input checked="" type="checkbox"/> In <input type="checkbox"/> Near    INVER GROVE HEIGHTS                                                                                                                                                                                                           |                                                                                                                                                         | 5. Street/Road Name & Block Number<br>65TH ST E<br>(Street/Road Name)         * (Block Number)                                                 |                                                                                                                                                                                                      | 6. Highway Type & No.<br>MUN 370                                                                                                                      |                                                                                                                                          |
| 7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                                                                                                                                           |                                                                                                                                                         |                                                                                                                                                | 8. Do Other Railroads Operate Over Your Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                 |                                                                                                                                                       |                                                                                                                                          |
| 9. Railroad Division or Region<br><input type="checkbox"/> None    TWIN CITIES                                                                                                                                                                                                                                                  |                                                                                                                                                         | 10. Railroad Subdivision or District<br><input type="checkbox"/> None    Albert Lea                                                            |                                                                                                                                                                                                      | 11. Branch or Line Name<br><input checked="" type="checkbox"/> None                                                                                   |                                                                                                                                          |
| 12. RR Milepost<br>0344.640<br>(prefix)   (nnnn.nnn)   (suffix)                                                                                                                                                                                                                                                                 |                                                                                                                                                         | 13. Line Segment<br>*                                                                                                                          |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 14. Nearest RR Timetable Station<br>*                                                                                                                                                                                                                                                                                           |                                                                                                                                                         | 15. Parent RR (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                       |                                                                                                                                                                                                      | 16. Crossing Owner (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                         |                                                                                                                                          |
| 17. Crossing Type<br><input checked="" type="checkbox"/> Public<br><input type="checkbox"/> Private                                                                                                                                                                                                                             | 18. Crossing Purpose<br><input checked="" type="checkbox"/> Highway<br><input type="checkbox"/> Pathway, Ped.<br><input type="checkbox"/> Station, Ped. | 19. Crossing Position<br><input checked="" type="checkbox"/> At Grade<br><input type="checkbox"/> RR Under<br><input type="checkbox"/> RR Over | 20. Public Access (if Private Crossing)<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                               | 21. Type of Train<br><input checked="" type="checkbox"/> Freight<br><input type="checkbox"/> Intercity Passenger<br><input type="checkbox"/> Commuter | 22. Average Passenger Train Count Per Day<br><input type="checkbox"/> Less Than One Per Day<br><input type="checkbox"/> Number Per Day 0 |
| 23. Type of Land Use<br><input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 24. Is there an Adjacent Crossing with a Separate Number?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Provide Crossing Number                                                                                                                                                             |                                                                                                                                                         |                                                                                                                                                | 25. Quiet Zone (FRA provided)<br><input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused    Date Established |                                                                                                                                                       |                                                                                                                                          |
| 26. HSR Corridor ID<br><input checked="" type="checkbox"/> N/A                                                                                                                                                                                                                                                                  |                                                                                                                                                         | 27. Latitude in decimal degrees<br>(WGS84 std: nn.nnnnnnn) 44.8551967                                                                          |                                                                                                                                                                                                      | 28. Longitude in decimal degrees<br>(WGS84 std: -nnn.nnnnnnn) -93.0194328                                                                             |                                                                                                                                          |
| 29. Lat/Long Source<br><input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 30.A. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.A. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.B. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.B. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.C. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.C. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.D. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.D. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 32.A. Narrative (Railroad Use) *                                                                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                | 32.B. Narrative (State Use) *                                                                                                                                                                        |                                                                                                                                                       |                                                                                                                                          |
| 33. Emergency Notification Telephone No. (posted)<br>800-848-8715                                                                                                                                                                                                                                                               |                                                                                                                                                         | 34. Railroad Contact (Telephone No.)<br>402-544-3721                                                                                           |                                                                                                                                                                                                      | 35. State Contact (Telephone No.)<br>651-366-3667                                                                                                     |                                                                                                                                          |

## Part II: Railroad Information

|                                                                                                                                                                                                                                                                                                |                                                     |                                                                                                                                      |                                |                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------|
| 1. Estimated Number of Daily Train Movements                                                                                                                                                                                                                                                   |                                                     |                                                                                                                                      |                                |                                                                                                      |
| 1.A. Total Day Thru Trains<br>(6 AM to 6 PM)<br>5                                                                                                                                                                                                                                              | 1.B. Total Night Thru Trains<br>(6 PM to 6 AM)<br>4 | 1.C. Total Switching Trains<br>0                                                                                                     | 1.D. Total Transit Trains<br>0 | 1.E. Check if Less Than One Movement Per Day<br>How many trains per week? <input type="checkbox"/>   |
| 2. Year of Train Count Data (YYYY)<br>2017                                                                                                                                                                                                                                                     |                                                     | 3. Speed of Train at Crossing<br>3.A. Maximum Timetable Speed (mph) 25<br>3.B. Typical Speed Range Over Crossing (mph) From 12 to 25 |                                |                                                                                                      |
| 4. Type and Count of Tracks<br>Main 1    Siding 0    Yard 0    Transit 0    Industry 0                                                                                                                                                                                                         |                                                     |                                                                                                                                      |                                |                                                                                                      |
| 5. Train Detection (Main Track only)<br><input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input checked="" type="checkbox"/> Other <input type="checkbox"/> None |                                                     |                                                                                                                                      |                                |                                                                                                      |
| 6. Is Track Signaled?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                   |                                                     | 7.A. Event Recorder<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                           |                                | 7.B. Remote Health Monitoring<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



# U. S. DOT CROSSING INVENTORY FORM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| A. Revision Date (MM/DD/YYYY)<br>05/23/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                      | PAGE 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                       | D. Crossing Inventory Number (7 char.)<br>184901F                                                                                                                                                                                                                                                           |                                                                                                    |
| <b>Part III: Highway or Pathway Traffic Control Device Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 1. Are there Signs or Signals?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                      | 2. Types of Passive Traffic Control Devices associated with the Crossing                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 2.A. Crossbuck Assemblies (count)<br>2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                      | 2.B. STOP Signs (R1-1) (count)<br>2                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2.C. YIELD Signs (R1-2) (count)                                                                                                                                                       | 2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None<br><input checked="" type="checkbox"/> W10-1 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11<br><input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12 |                                                                                                    |
| 2.E. Low Ground Clearance Sign (W10-5)<br><input type="checkbox"/> Yes (count 0)<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2.F. Pavement Markings<br><input type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope<br><input type="checkbox"/> RR Xing Symbols <input checked="" type="checkbox"/> None                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2.G. Channelization Devices/Medians<br><input type="checkbox"/> All Approaches <input type="checkbox"/> Median<br><input type="checkbox"/> One Approach <input type="checkbox"/> None |                                                                                                                                                                                                                                                                                                             | 2.H. EXEMPT Sign (R15-3)<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| 2.J. Other MUTCD Signs <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Specify Type W10-2,3,4 Count 2<br>Specify Type <u>W10-9P</u> Count <u>2</u><br>Specify Type _____ Count _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2.K. Private Crossing Signs (if private)<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                  |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 2.L. LED Enhanced Signs (List types)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 3.A. Gate Arms (count)<br>Roadway <u>0-2</u><br>Pedestrian _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3.B. Gate Configuration<br><input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier)<br><input type="checkbox"/> 3 Quad Resistance<br><input type="checkbox"/> 4 Quad <input type="checkbox"/> Median Gates | 3.C. Cantilevered (or Bridged) Flashing Light Structures (count)<br>Over Traffic Lane 0 <input type="checkbox"/> Incandescent<br>Not Over Traffic Lane 0 <input type="checkbox"/> LED                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                       | 3.D. Mast Mounted Flashing Lights (count of masts) <u>0-2</u><br><input type="checkbox"/> Incandescent <input type="checkbox"/> LED<br><input type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included                                                                          |                                                                                                    |
| 3.F. Installation Date of Current Active Warning Devices: (MM/YYYY)<br>____/____/____ <input checked="" type="checkbox"/> Not Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                      | 3.G. Wayside Horn<br><input type="checkbox"/> Yes Installed on (MM/YYYY) ____/____/____<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                       | 3.H. Highway Traffic Signals Controlling Crossing<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                    |                                                                                                    |
| 3.I. Bells (count)<br>0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       | 3.J. Non-Train Active Warning<br><input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input type="checkbox"/> None                                                                        |                                                                                                    |
| 3.K. Other Flashing Lights or Warning Devices<br>Count 0 Specify type _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 4.A. Does nearby Hwy Intersection have Traffic Signals?<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4.B. Hwy Traffic Signal Interconnection<br><input type="checkbox"/> Not Interconnected<br><input type="checkbox"/> For Traffic Signals<br><input type="checkbox"/> For Warning Signs                                                 | 4.C. Hwy Traffic Signal Preemption<br><input type="checkbox"/> Simultaneous<br><input type="checkbox"/> Advance                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       | 5. Highway Traffic Pre-Signals<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Storage Distance * _____<br>Stop Line Distance * _____                                                                                                                                             |                                                                                                    |
| 6. Highway Monitoring Devices (Check all that apply)<br><input type="checkbox"/> Yes - Photo/Video Recording<br><input type="checkbox"/> Yes - Vehicle Presence Detection<br><input type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| <b>Part IV: Physical Characteristics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 1. Traffic Lanes Crossing Railroad<br><input type="checkbox"/> One-way Traffic<br><input type="checkbox"/> Two-way Traffic<br>Number of Lanes 2 <input type="checkbox"/> Divided Traffic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      | 2. Is Roadway/Pathway Paved?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                       | 3. Does Track Run Down a Street?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                     |                                                                                                    |
| 4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * _____<br><input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input checked="" type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal<br><input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 6. Intersecting Roadway within 500 feet?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Approximate Distance (feet) 75                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                      | 7. Smallest Crossing Angle<br><input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                       | 8. Is Commercial Power Available? *<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                  |                                                                                                    |
| <b>Part V: Public Highway Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 1. Highway System<br><input type="checkbox"/> (01) Interstate Highway System<br><input type="checkbox"/> (02) Other Nat Hwy System (NHS)<br><input type="checkbox"/> (03) Federal Aid, Not NHS<br><input checked="" type="checkbox"/> (08) Non-Federal Aid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                      | 2. Functional Classification of Road at Crossing<br><input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban<br><input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector<br><input type="checkbox"/> (2) Other Freeways and Expressways<br><input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector<br><input type="checkbox"/> (4) Minor Arterial <input checked="" type="checkbox"/> (7) Local |                                                                                                                                                                                       | 3. Is Crossing on State Highway System?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                              |                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                      | 4. Highway Speed Limit<br>30 MPH<br><input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                       | 5. Linear Referencing System (LRS Route ID) *                                                                                                                                                                                                                                                               |                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                      | 6. LRS Milepost *                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| 7. Annual Average Daily Traffic (AADT)<br>Year 2008 AADT <u>630 638</u><br><u>2018</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                      | 8. Estimated Percent Trucks<br>05 %                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                       | 9. Regularly Used by School Buses?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Average Number per Day 0                                                                                                                                                                          |                                                                                                    |
| 10. Emergency Services Route<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| <b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| Submitted by _____ Organization _____ Phone _____ Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590. |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |                                                                                                    |



# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Part I, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

|                                                           |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>A. Revision Date</b><br>(MM/DD/YYYY)<br>01 / 16 / 2017 | <b>B. Reporting Agency</b><br><input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit<br><input type="checkbox"/> State <input type="checkbox"/> Other | <b>C. Reason for Update (Select only one)</b><br><input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed<br><input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> Change in Primary Operating RR<br><input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update<br><input type="checkbox"/> Admin. Correction | <b>D. DOT Crossing Inventory Number</b><br><br>184902M |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|

## Part I: Location and Classification Information

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Primary Operating Railroad<br>Union Pacific Railroad Company [UP]                                                                                                                                                                                                                                                            |                                                                                                                                                         | 2. State<br>MINNESOTA                                                                                                                          |                                                                                                                                                                                                      | 3. County<br>DAKOTA                                                                                                                                   |                                                                                                                                                                                                                                                                       |
| 4. City / Municipality<br><input checked="" type="checkbox"/> In <input type="checkbox"/> Near    INVER GROVE HEIGHTS                                                                                                                                                                                                           |                                                                                                                                                         | 5. Street/Road Name & Block Number<br>66TH ST E<br>(Street/Road Name)         * (Block Number)                                                 |                                                                                                                                                                                                      | 6. Highway Type & No.<br>MUN 720                                                                                                                      |                                                                                                                                                                                                                                                                       |
| 7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                                                                                                                                           |                                                                                                                                                         |                                                                                                                                                | 8. Do Other Railroads Operate Over Your Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                 |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 9. Railroad Division or Region<br><input type="checkbox"/> None    TWIN CITIES                                                                                                                                                                                                                                                  |                                                                                                                                                         | 10. Railroad Subdivision or District<br><input type="checkbox"/> None    Albert Lea                                                            |                                                                                                                                                                                                      | 11. Branch or Line Name<br><input checked="" type="checkbox"/> None                                                                                   |                                                                                                                                                                                                                                                                       |
| 12. RR Milepost<br>0344.510<br>(prefix)   (nnnn.nnn)   (suffix)                                                                                                                                                                                                                                                                 |                                                                                                                                                         | 16. Crossing Owner (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                  |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 13. Line Segment<br>*                                                                                                                                                                                                                                                                                                           |                                                                                                                                                         | 14. Nearest RR Timetable Station<br>*                                                                                                          |                                                                                                                                                                                                      | 15. Parent RR (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                              |                                                                                                                                                                                                                                                                       |
| 17. Crossing Type<br><input checked="" type="checkbox"/> Public<br><input type="checkbox"/> Private                                                                                                                                                                                                                             | 18. Crossing Purpose<br><input checked="" type="checkbox"/> Highway<br><input type="checkbox"/> Pathway, Ped.<br><input type="checkbox"/> Station, Ped. | 19. Crossing Position<br><input checked="" type="checkbox"/> At Grade<br><input type="checkbox"/> RR Under<br><input type="checkbox"/> RR Over | 20. Public Access (if Private Crossing)<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                               | 21. Type of Train<br><input checked="" type="checkbox"/> Freight<br><input type="checkbox"/> Intercity Passenger<br><input type="checkbox"/> Commuter | 22. Average Passenger Train Count Per Day<br><input type="checkbox"/> Transit<br><input type="checkbox"/> Shared Use Transit<br><input type="checkbox"/> Tourist/Other<br><input type="checkbox"/> Less Than One Per Day<br><input type="checkbox"/> Number Per Day 0 |
| 23. Type of Land Use<br><input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 24. Is there an Adjacent Crossing with a Separate Number?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Provide Crossing Number                                                                                                                                                             |                                                                                                                                                         |                                                                                                                                                | 25. Quiet Zone (FRA provided)<br><input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused    Date Established |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 26. HSR Corridor ID<br><input checked="" type="checkbox"/> N/A                                                                                                                                                                                                                                                                  |                                                                                                                                                         | 27. Latitude in decimal degrees<br>(WGS84 std: nn.nnnnnnn) 44.8534055                                                                          |                                                                                                                                                                                                      | 28. Longitude in decimal degrees<br>(WGS84 std: -nnn.nnnnnnn) -93.0191090                                                                             |                                                                                                                                                                                                                                                                       |
| 29. Lat/Long Source<br><input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 30.A. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.A. State Use * F0537                                                                                                                                                                              |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 30.B. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.B. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 30.C. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.C. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 30.D. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.D. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 32.A. Narrative (Railroad Use) *                                                                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                | 32.B. Narrative (State Use) *                                                                                                                                                                        |                                                                                                                                                       |                                                                                                                                                                                                                                                                       |
| 33. Emergency Notification Telephone No. (posted)<br>800-848-8715                                                                                                                                                                                                                                                               |                                                                                                                                                         | 34. Railroad Contact (Telephone No.)<br>402-544-3721                                                                                           |                                                                                                                                                                                                      | 35. State Contact (Telephone No.)<br>651-366-3667                                                                                                     |                                                                                                                                                                                                                                                                       |

## Part II: Railroad Information

|                                                                                                                                                                                                                                                                                                |                                                       |                                                                                                                                     |                                |                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------|
| 1. Estimated Number of Daily Train Movements                                                                                                                                                                                                                                                   |                                                       |                                                                                                                                     |                                |                                                                                                      |
| 1.A. Total Day Thru Trains<br>(6 AM to 6 PM)<br>5                                                                                                                                                                                                                                              | 1.B. Total Night Thru Trains<br>(6 PM to 6 AM)<br>5 4 | 1.C. Total Switching Trains<br>0                                                                                                    | 1.D. Total Transit Trains<br>0 | 1.E. Check if Less Than One Movement Per Day<br>How many trains per week? <input type="checkbox"/>   |
| 2. Year of Train Count Data (YYYY)<br>2017                                                                                                                                                                                                                                                     |                                                       | 3. Speed of Train at Crossing<br>3.A. Maximum Timetable Speed (mph) 10<br>3.B. Typical Speed Range Over Crossing (mph) From 5 to 10 |                                |                                                                                                      |
| 4. Type and Count of Tracks<br>Main 0    Siding 0    Yard 1    Transit 0    Industry 0                                                                                                                                                                                                         |                                                       |                                                                                                                                     |                                |                                                                                                      |
| 5. Train Detection (Main Track only)<br><input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input checked="" type="checkbox"/> Other <input type="checkbox"/> None |                                                       |                                                                                                                                     |                                |                                                                                                      |
| 6. Is Track Signaled?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                   |                                                       | 7.A. Event Recorder<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                          |                                | 7.B. Remote Health Monitoring<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



# U. S. DOT CROSSING INVENTORY FORM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| A. Revision Date (MM/DD/YYYY)<br>01/16/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | PAGE 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | D. Crossing Inventory Number (7 char.)<br>184902M                                                                                                                                                                                  |  |
| <b>Part III: Highway or Pathway Traffic Control Device Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
| 1. Are there Signs or Signals?<br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 2. Types of Passive Traffic Control Devices associated with the Crossing                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 2.A. Crossbuck Assemblies (count)<br><u>0 2</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 2.B. STOP Signs (R1-1) (count)<br><u>0</u>                                                                                                                                                                                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 2.C. YIELD Signs (R1-2) (count)                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <input checked="" type="checkbox"/> W10-1 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11<br><input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12                          |  |
| 2.E. Low Ground Clearance Sign (W10-5)<br><input type="checkbox"/> Yes (count <u>0</u> )<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 2.F. Pavement Markings<br><input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope<br><input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None                                                                                                                                                                                                                                                                                        |  | 2.G. Channelization Devices/Medians<br><input checked="" type="checkbox"/> All Approaches <input checked="" type="checkbox"/> Median<br><input type="checkbox"/> One Approach <input type="checkbox"/> None                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 2.H. EXEMPT Sign (R15-3)<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                                                                                                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 2.I. ENS Sign (I-13) Displayed<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                           |  |
| 2.J. Other MUTCD Signs<br><br>Specify Type <u>W10-2,3,4</u><br>Specify Type <u>W10-9P</u><br>Specify Type _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Count <u>2</u><br>Count <u>2</u><br>Count _____                                                                                                                                                                                                                                                                                                                                                                         |  | 2.K. Private Crossing Signs (if private)<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 2.L. LED Enhanced Signs (List types)                                                                                                                                                                                               |  |
| 3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
| 3.A. Gate Arms (count)<br><br>Roadway <u>2</u><br>Pedestrian _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 3.B. Gate Configuration<br><input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier)<br><input type="checkbox"/> 3 Quad   Resistance<br><input type="checkbox"/> 4 Quad <input type="checkbox"/> Median Gates                                                                                                                                                                                                                                                         |  | 3.C. Cantilevered (or Bridged) Flashing Light Structures (count)<br>Over Traffic Lane <u>0</u> <input type="checkbox"/> Incandescent<br>Not Over Traffic Lane <u>0</u> <input type="checkbox"/> LED                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3.D. Mast Mounted Flashing Lights (count of masts) <u>0 2</u><br><input type="checkbox"/> Incandescent <input type="checkbox"/> LED<br><input type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3.E. Total Count of Flashing Light Pairs<br><br><u>4</u>                                                                                                                                                                           |  |
| 3.F. Installation Date of Current Active Warning Devices: (MM/YYYY)<br>____/____/____<br><input checked="" type="checkbox"/> Not Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 3.G. Wayside Horn<br><input type="checkbox"/> Yes   Installed on (MM/YYYY) ____/____/____<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                       |  | 3.H. Highway Traffic Signals Controlling Crossing<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3.I. Bells (count)<br><br><u>1</u>                                                                                                                                                                                                 |  |
| 3.J. Non-Train Active Warning<br><input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3.K. Other Flashing Lights or Warning Devices<br>Count <u>0</u> Specify type _____                                                                                                                                                 |  |
| 4.A. Does nearby Hwy Intersection have Traffic Signals?<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 4.B. Hwy Traffic Signal Interconnection<br><input type="checkbox"/> Not Interconnected<br><input type="checkbox"/> For Traffic Signals<br><input type="checkbox"/> For Warning Signs                                                                                                                                                                                                                                                                                                           |  | 4.C. Hwy Traffic Signal Preemption<br><input type="checkbox"/> Simultaneous<br><input type="checkbox"/> Advance                                                                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 5. Highway Traffic Pre-Signals<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>Storage Distance * _____<br>Stop Line Distance * _____                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 6. Highway Monitoring Devices (Check all that apply)<br><input type="checkbox"/> Yes - Photo/Video Recording<br><input type="checkbox"/> Yes - Vehicle Presence Detection<br><input type="checkbox"/> None                         |  |
| <b>Part IV: Physical Characteristics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
| 1. Traffic Lanes Crossing Railroad<br><br>Number of Lanes <u>2</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <input type="checkbox"/> One-way Traffic<br><input type="checkbox"/> Two-way Traffic<br><input type="checkbox"/> Divided Traffic                                                                                                                                                                                                                                                                                                                                                               |  | 2. Is Roadway/Pathway Paved?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3. Does Track Run Down a Street?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                           |  |
| 5. Crossing Surface (on Main Track, multiple types allowed)   Installation Date * (MM/YYYY) ____/____/____   Width * _____   Length * _____<br><input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input checked="" type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal<br><input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
| 6. Intersecting Roadway within 500 feet?<br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   If Yes, Approximate Distance (feet) <u>200</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 7. Smallest Crossing Angle<br><br><input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°                                                                                                                                                                                                                                                                                                                                           |  | 8. Is Commercial Power Available? *<br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                     |  |
| <b>Part V: Public Highway Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
| 1. Highway System<br><br><input type="checkbox"/> (01) Interstate Highway System<br><input type="checkbox"/> (02) Other Nat Hwy System (NHS)<br><input type="checkbox"/> (03) Federal AID, Not NHS<br><input checked="" type="checkbox"/> (08) Non-Federal Aid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 2. Functional Classification of Road at Crossing<br><input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban<br><input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector<br><input type="checkbox"/> (2) Other Freeways and Expressways<br><input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector<br><input checked="" type="checkbox"/> (4) Minor Arterial <input type="checkbox"/> (7) Local |  | 3. Is Crossing on State Highway System?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 4. Highway Speed Limit<br><u>30</u> MPH<br><input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory                                                                                                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 5. Linear Referencing System (LRS Route ID) *                                                                                                                                                                                      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 6. LRS Milepost *                                                                                                                                                                                                                  |  |
| 7. Annual Average Daily Traffic (AADT)<br>Year <u>2011-12</u> AADT <u>2200 2,191</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 8. Estimated Percent Trucks<br><u>10</u> %                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 9. Regularly Used by School Buses?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   Average Number per Day <u>8</u>                                                                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 10. Emergency Services Route<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                           |  |
| <b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b><br><br>Submitted by _____ Organization _____ Phone _____ Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |
| Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                    |  |



# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Part I, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

|                                                           |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>A. Revision Date</b><br>(MM/DD/YYYY)<br>05 / 23 / 2017 | <b>B. Reporting Agency</b><br><input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit<br><input type="checkbox"/> State <input type="checkbox"/> Other | <b>C. Reason for Update (Select only one)</b><br><input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed<br><input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> Change in Primary Operating RR<br><input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction | <b>D. DOT Crossing Inventory Number</b><br><br>184904B |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|

## Part I: Location and Classification Information

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Primary Operating Railroad<br>Union Pacific Railroad Company [UP]                                                                                                                                                                                                                                                            |                                                                                                                                                         | 2. State<br>MINNESOTA                                                                                                                          |                                                                                                                                                                                                      | 3. County<br>DAKOTA                                                                                                                                   |                                                                                                                                          |
| 4. City / Municipality<br><input checked="" type="checkbox"/> In<br><input type="checkbox"/> Near INVER GROVE HEIGHTS                                                                                                                                                                                                           |                                                                                                                                                         | 5. Street/Road Name & Block Number<br>UPPER 71ST STREET<br>(Street/Road Name)   (* Block Number)                                               |                                                                                                                                                                                                      | 6. Highway Type & No.<br>MUN 125                                                                                                                      |                                                                                                                                          |
| 7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                                                                                                                                           |                                                                                                                                                         |                                                                                                                                                | 8. Do Other Railroads Operate Over Your Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                 |                                                                                                                                                       |                                                                                                                                          |
| 9. Railroad Division or Region<br><input type="checkbox"/> None TWIN CITIES                                                                                                                                                                                                                                                     |                                                                                                                                                         | 10. Railroad Subdivision or District<br><input type="checkbox"/> None Albert Lea                                                               |                                                                                                                                                                                                      | 11. Branch or Line Name<br><input checked="" type="checkbox"/> None                                                                                   |                                                                                                                                          |
| 12. RR Milepost<br>0343.960<br>(prefix)   (nnnn.nnn)   (suffix)                                                                                                                                                                                                                                                                 |                                                                                                                                                         | 16. Crossing Owner (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                  |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 13. Line Segment<br>*                                                                                                                                                                                                                                                                                                           |                                                                                                                                                         | 14. Nearest RR Timetable Station<br>*                                                                                                          |                                                                                                                                                                                                      | 15. Parent RR (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                              |                                                                                                                                          |
| 17. Crossing Type<br><input checked="" type="checkbox"/> Public<br><input type="checkbox"/> Private                                                                                                                                                                                                                             | 18. Crossing Purpose<br><input checked="" type="checkbox"/> Highway<br><input type="checkbox"/> Pathway, Ped.<br><input type="checkbox"/> Station, Ped. | 19. Crossing Position<br><input checked="" type="checkbox"/> At Grade<br><input type="checkbox"/> RR Under<br><input type="checkbox"/> RR Over | 20. Public Access (if Private Crossing)<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                               | 21. Type of Train<br><input checked="" type="checkbox"/> Freight<br><input type="checkbox"/> Intercity Passenger<br><input type="checkbox"/> Commuter | 22. Average Passenger Train Count Per Day<br><input type="checkbox"/> Less Than One Per Day<br><input type="checkbox"/> Number Per Day 0 |
| 23. Type of Land Use<br><input checked="" type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 24. Is there an Adjacent Crossing with a Separate Number?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                | 25. Quiet Zone (FRA provided)<br><input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused    Date Established |                                                                                                                                                       |                                                                                                                                          |
| 26. HSR Corridor ID<br><input checked="" type="checkbox"/> N/A                                                                                                                                                                                                                                                                  |                                                                                                                                                         | 27. Latitude in decimal degrees<br>(WGS84 std: nn.nnnnnnn) 44.8454978                                                                          |                                                                                                                                                                                                      | 28. Longitude in decimal degrees<br>(WGS84 std: -nnn.nnnnnnn) -93.0176836                                                                             |                                                                                                                                          |
| 29. Lat/Long Source<br><input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 30.A. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.A. State Use * F-1969                                                                                                                                                                             |                                                                                                                                                       |                                                                                                                                          |
| 30.B. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.B. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.C. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.C. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.D. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.D. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 32.A. Narrative (Railroad Use) * GATES TO BE INSTALLED HERE - 2011?                                                                                                                                                                                                                                                             |                                                                                                                                                         |                                                                                                                                                | 32.B. Narrative (State Use) * GATES TO BE INSTALLED HERE - 2011?                                                                                                                                     |                                                                                                                                                       |                                                                                                                                          |
| 33. Emergency Notification Telephone No. (posted)<br>800-848-8715                                                                                                                                                                                                                                                               |                                                                                                                                                         | 34. Railroad Contact (Telephone No.)<br>402-544-3721                                                                                           |                                                                                                                                                                                                      | 35. State Contact (Telephone No.)<br>651-366-3667                                                                                                     |                                                                                                                                          |

## Part II: Railroad Information

|                                                                                                                                                                                                                                                                                                |                                                     |                                                                                                                                     |                                |                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------|
| 1. Estimated Number of Daily Train Movements                                                                                                                                                                                                                                                   |                                                     |                                                                                                                                     |                                |                                                                                                      |
| 1.A. Total Day Thru Trains<br>(6 AM to 6 PM)<br>5-                                                                                                                                                                                                                                             | 1.B. Total Night Thru Trains<br>(6 PM to 6 AM)<br>4 | 1.C. Total Switching Trains<br>0                                                                                                    | 1.D. Total Transit Trains<br>0 | 1.E. Check if Less Than One Movement Per Day<br>How many trains per week? <input type="checkbox"/>   |
| 2. Year of Train Count Data (YYYY)<br>2017                                                                                                                                                                                                                                                     |                                                     | 3. Speed of Train at Crossing<br>3.A. Maximum Timetable Speed (mph) 10<br>3.B. Typical Speed Range Over Crossing (mph) From 5 to 10 |                                |                                                                                                      |
| 4. Type and Count of Tracks<br>Main 0    Siding 0    Yard 0    Transit 0    Industry 1                                                                                                                                                                                                         |                                                     |                                                                                                                                     |                                |                                                                                                      |
| 5. Train Detection (Main Track only)<br><input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input checked="" type="checkbox"/> Other <input type="checkbox"/> None |                                                     |                                                                                                                                     |                                |                                                                                                      |
| 6. Is Track Signaled?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                   |                                                     | 7.A. Event Recorder<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                          |                                | 7.B. Remote Health Monitoring<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



# U. S. DOT CROSSING INVENTORY FORM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| A. Revision Date (MM/DD/YYYY)<br>05/23/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                   | PAGE 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 | D. Crossing Inventory Number (7 char.)<br>184904B                                                                                                                                                                                                                                                           |                                                      |
| <b>Part III: Highway or Pathway Traffic Control Device Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 1. Are there Signs or Signals?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                   | 2. Types of Passive Traffic Control Devices associated with the Crossing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 2.A. Crossbuck Assemblies (count)<br><u>2</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                   | 2.B. STOP Signs (R1-1) (count)<br>0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2.C. YIELD Signs (R1-2) (count)                                                                                                                                 | 2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None<br><input checked="" type="checkbox"/> W10-1 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11<br><input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12 |                                                      |
| 2.E. Low Ground Clearance Sign (W10-5)<br><input type="checkbox"/> Yes (count <u>0</u> )<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                   | 2.F. Pavement Markings<br><input type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope<br><input type="checkbox"/> RR Xing Symbols <input checked="" type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                 | 2.G. Channelization Devices/Medians<br><input checked="" type="checkbox"/> All Approaches <input checked="" type="checkbox"/> Median<br><input type="checkbox"/> One Approach <input type="checkbox"/> None                                                                                                 |                                                      |
| 2.H. EXEMPT Sign (R15-3)<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                   | 2.I. ENS Sign (I-13) Displayed<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 2.J. Other MUTCD Signs<br>Specify Type <u>W10-9P</u> Count <u>2</u><br>Specify Type <u>W10-2,3,4</u> Count <u>2</u><br>Specify Type _____ Count _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                   | 2.K. Private Crossing Signs (if private)<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                 | 2.L. LED Enhanced Signs (List types)                                                                                                                                                                                                                                                                        |                                                      |
| 3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 3.A. Gate Arms (count)<br>Roadway <u>2</u><br>Pedestrian _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 3.B. Gate Configuration<br><input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance<br><input type="checkbox"/> 3 Quad <input type="checkbox"/> 4 Quad <input type="checkbox"/> Median Gates | 3.C. Cantilevered (or Bridged) Flashing Light Structures (count)<br>Over Traffic Lane <u>0</u> <input type="checkbox"/> Incandescent<br>Not Over Traffic Lane <u>0</u> <input type="checkbox"/> LED                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                 | 3.D. Mast Mounted Flashing Lights (count of masts) <u>2</u><br><input type="checkbox"/> Incandescent <input type="checkbox"/> LED<br><input type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included                                                                            | 3.E. Total Count of Flashing Light Pairs<br><u>4</u> |
| 3.F. Installation Date of Current Active Warning Devices: (MM/YYYY)<br>_____/_____/_____<br><input checked="" type="checkbox"/> Not Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                   | 3.G. Wayside Horn<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>Installed on (MM/YYYY) ____/____/____                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 | 3.H. Highway Traffic Signals Controlling Crossing<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                    | 3.I. Bells (count)<br><u>2</u>                       |
| 3.J. Non-Train Active Warning<br><input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 | 3.K. Other Flashing Lights or Warning Devices<br>Count <u>0</u> Specify type _____                                                                                                                                                                                                                          |                                                      |
| 4.A. Does nearby Hwy Intersection have Traffic Signals?<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4.B. Hwy Traffic Signal Interconnection<br><input type="checkbox"/> Not Interconnected<br><input type="checkbox"/> For Traffic Signals<br><input type="checkbox"/> For Warning Signs                                              | 4.C. Hwy Traffic Signal Preemption<br><input type="checkbox"/> Simultaneous<br><input type="checkbox"/> Advance                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5. Highway Traffic Pre-Signals<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Storage Distance * _____<br>Stop Line Distance * _____ | 6. Highway Monitoring Devices (Check all that apply)<br><input type="checkbox"/> Yes - Photo/Video Recording<br><input type="checkbox"/> Yes - Vehicle Presence Detection<br><input type="checkbox"/> None                                                                                                  |                                                      |
| <b>Part IV: Physical Characteristics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 1. Traffic Lanes Crossing Railroad<br>Number of Lanes <u>2</u><br><input type="checkbox"/> One-way Traffic<br><input type="checkbox"/> Two-way Traffic<br><input type="checkbox"/> Divided Traffic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                   | 2. Is Roadway/Pathway Paved?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                 | 3. Does Track Run Down a Street?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                     |                                                      |
| 4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                   | 5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * _____<br><input checked="" type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal<br><input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____ |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 6. Intersecting Roadway within 500 feet?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Approximate Distance (feet) <u>200</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                   | 7. Smallest Crossing Angle<br><input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                 | 8. Is Commercial Power Available? *<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                  |                                                      |
| <b>Part V: Public Highway Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 1. Highway System<br><input type="checkbox"/> (01) Interstate Highway System<br><input type="checkbox"/> (02) Other Nat Hwy System (NHS)<br><input type="checkbox"/> (03) Federal Aid, Not NHS<br><input checked="" type="checkbox"/> (08) Non-Federal Aid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                   | 2. Functional Classification of Road at Crossing<br><input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban<br><input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector<br><input type="checkbox"/> (2) Other Freeways and Expressways<br><input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector<br><input type="checkbox"/> (4) Minor Arterial <input checked="" type="checkbox"/> (7) Local                                                                   |                                                                                                                                                                 | 3. Is Crossing on State Highway System?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                              |                                                      |
| 4. Highway Speed Limit<br><u>30</u> MPH<br><input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                   | 5. Linear Referencing System (LRS Route ID) *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 6. LRS Milepost *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| 7. Annual Average Daily Traffic (AADT)<br>Year <u>2009</u> AADT <u>675 150</u><br><u>2018</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                   | 8. Estimated Percent Trucks<br><u>05</u> %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                 | 9. Regularly Used by School Buses?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Average Number per Day <u>0</u>                                                                                                                                                                   |                                                      |
| 10. Emergency Services Route<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| <b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| Submitted by _____ Organization _____ Phone _____ Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |
| Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590. |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |                                                      |

# U. S. DOT CROSSING INVENTORY FORM

## DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

|                                                           |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>A. Revision Date</b><br>(MM/DD/YYYY)<br>11 / 12 / 2016 | <b>B. Reporting Agency</b><br><input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit<br><input type="checkbox"/> State <input type="checkbox"/> Other | <b>C. Reason for Update (Select only one)</b><br><input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed<br><input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> Change in Primary Operating RR<br><input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction | <b>D. DOT Crossing Inventory Number</b><br>184912T |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|

### Part I: Location and Classification Information

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Primary Operating Railroad<br>Union Pacific Railroad Company [UP]                                                                                                                                                                                                                                                            |                                                                                                                                                         | 2. State<br>MINNESOTA                                                                                                                          |                                                                                                                                                                                                      | 3. County<br>DAKOTA                                                                                                                                   |                                                                                                                                          |
| 4. City / Municipality<br><input checked="" type="checkbox"/> In<br><input type="checkbox"/> Near INVER GROVE HEIGHTS                                                                                                                                                                                                           |                                                                                                                                                         | 5. Street/Road Name & Block Number<br>105 ST E<br>(Street/Road Name)    * (Block Number)                                                       |                                                                                                                                                                                                      | 6. Highway Type & No.<br>MSAS108                                                                                                                      |                                                                                                                                          |
| 7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                                                                                                                                           |                                                                                                                                                         |                                                                                                                                                | 8. Do Other Railroads Operate Over Your Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, Specify RR                                                 |                                                                                                                                                       |                                                                                                                                          |
| 9. Railroad Division or Region<br><input type="checkbox"/> None TWIN CITIES                                                                                                                                                                                                                                                     |                                                                                                                                                         | 10. Railroad Subdivision or District<br><input type="checkbox"/> None Roseport Ind Ld                                                          |                                                                                                                                                                                                      | 11. Branch or Line Name<br><input checked="" type="checkbox"/> None                                                                                   |                                                                                                                                          |
| 12. RR Milepost<br>0517.700<br>(prefix)   (nnnn.nnn)   (suffix)                                                                                                                                                                                                                                                                 |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 13. Line Segment<br>*                                                                                                                                                                                                                                                                                                           |                                                                                                                                                         | 14. Nearest RR Timetable Station<br>*                                                                                                          |                                                                                                                                                                                                      | 15. Parent RR (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                              |                                                                                                                                          |
| 16. Crossing Owner (if applicable)<br><input checked="" type="checkbox"/> N/A                                                                                                                                                                                                                                                   |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 17. Crossing Type<br><input checked="" type="checkbox"/> Public<br><input type="checkbox"/> Private                                                                                                                                                                                                                             | 18. Crossing Purpose<br><input checked="" type="checkbox"/> Highway<br><input type="checkbox"/> Pathway, Ped.<br><input type="checkbox"/> Station, Ped. | 19. Crossing Position<br><input checked="" type="checkbox"/> At Grade<br><input type="checkbox"/> RR Under<br><input type="checkbox"/> RR Over | 20. Public Access (if Private Crossing)<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                                                                    | 21. Type of Train<br><input checked="" type="checkbox"/> Freight<br><input type="checkbox"/> Intercity Passenger<br><input type="checkbox"/> Commuter | 22. Average Passenger Train Count Per Day<br><input type="checkbox"/> Less Than One Per Day<br><input type="checkbox"/> Number Per Day 0 |
| 23. Type of Land Use<br><input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 24. Is there an Adjacent Crossing with a Separate Number?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Provide Crossing Number                                                                                                                                                             |                                                                                                                                                         |                                                                                                                                                | 25. Quiet Zone (FRA provided)<br><input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused    Date Established |                                                                                                                                                       |                                                                                                                                          |
| 26. HSR Corridor ID<br><input checked="" type="checkbox"/> N/A                                                                                                                                                                                                                                                                  |                                                                                                                                                         | 27. Latitude in decimal degrees<br>(WGS84 std: nn.nnnnnnn) 44.7973787                                                                          |                                                                                                                                                                                                      | 28. Longitude in decimal degrees<br>(WGS84 std: -nnn.nnnnnnn) -93.0438955                                                                             |                                                                                                                                          |
| 29. Lat/Long Source<br><input type="checkbox"/> Actual <input checked="" type="checkbox"/> Estimated                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                |                                                                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                          |
| 30.A. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.A. State Use * F-0379                                                                                                                                                                             |                                                                                                                                                       |                                                                                                                                          |
| 30.B. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.B. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.C. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.C. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 30.D. Railroad Use *                                                                                                                                                                                                                                                                                                            |                                                                                                                                                         |                                                                                                                                                | 31.D. State Use *                                                                                                                                                                                    |                                                                                                                                                       |                                                                                                                                          |
| 32.A. Narrative (Railroad Use) *                                                                                                                                                                                                                                                                                                |                                                                                                                                                         |                                                                                                                                                | 32.B. Narrative (State Use) *                                                                                                                                                                        |                                                                                                                                                       |                                                                                                                                          |
| 33. Emergency Notification Telephone No. (posted)<br>800-848-8715                                                                                                                                                                                                                                                               |                                                                                                                                                         | 34. Railroad Contact (Telephone No.)<br>402-544-3721                                                                                           |                                                                                                                                                                                                      | 35. State Contact (Telephone No.)<br>651-366-3667                                                                                                     |                                                                                                                                          |

### Part II: Railroad Information

|                                                                                                                                                                                                                                                                                                |                                                       |                                                                                                                                      |                                |                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------|
| 1. Estimated Number of Daily Train Movements                                                                                                                                                                                                                                                   |                                                       |                                                                                                                                      |                                |                                                                                                      |
| 1.A. Total Day Thru Trains<br>(6 AM to 6 PM)<br>3 5                                                                                                                                                                                                                                            | 1.B. Total Night Thru Trains<br>(6 PM to 6 AM)<br>3 4 | 1.C. Total Switching Trains<br>0                                                                                                     | 1.D. Total Transit Trains<br>0 | 1.E. Check if Less Than One Movement Per Day<br>How many trains per week? <input type="checkbox"/>   |
| 2. Year of Train Count Data (YYYY)<br>2016                                                                                                                                                                                                                                                     |                                                       | 3. Speed of Train at Crossing<br>3.A. Maximum Timetable Speed (mph) 20<br>3.B. Typical Speed Range Over Crossing (mph) From 10 to 20 |                                |                                                                                                      |
| 4. Type and Count of Tracks<br>Main 1    Siding 0    Yard 0    Transit 0    Industry 0                                                                                                                                                                                                         |                                                       |                                                                                                                                      |                                |                                                                                                      |
| 5. Train Detection (Main Track only)<br><input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input checked="" type="checkbox"/> Other <input type="checkbox"/> None |                                                       |                                                                                                                                      |                                |                                                                                                      |
| 6. Is Track Signaled?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                   |                                                       | 7.A. Event Recorder<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                           |                                | 7.B. Remote Health Monitoring<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



# U. S. DOT CROSSING INVENTORY FORM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| A. Revision Date (MM/DD/YYYY)<br>11/12/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | PAGE 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                  | D. Crossing Inventory Number (7 char.)<br>184912T                                                                                                                                                                                                                                                               |                                                                                                            |
| <b>Part III: Highway or Pathway Traffic Control Device Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 1. Are there Signs or Signals?<br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 2. Types of Passive Traffic Control Devices associated with the Crossing                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 2.A. Crossbuck Assemblies (count)<br><u>2</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 2.B. STOP Signs (R1-1) (count)<br><u>0</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2.C. YIELD Signs (R1-2) (count)<br><u>0</u>                                                                                                      | 2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None<br><br><input checked="" type="checkbox"/> W10-1 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11<br><input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12 |                                                                                                            |
| 2.E. Low Ground Clearance Sign (W10-5)<br><input type="checkbox"/> Yes (count <u>0</u> )<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 2.F. Pavement Markings<br><input type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope<br><input type="checkbox"/> RR Xing Symbols <input checked="" type="checkbox"/> None                                                                                                                                                                                                                                                                                                   |                                                                                                                                                  | 2.G. Channelization Devices/Medians<br><input type="checkbox"/> All Approaches <input type="checkbox"/> Median<br><input type="checkbox"/> One Approach <input type="checkbox"/> None                                                                                                                           |                                                                                                            |
| 2.H. EXEMPT Sign (R15-3)<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 2.I. ENS Sign (I-13) Displayed<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                  | 2.J. Other MUTCD Signs<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Specify Type <u>W10-9P</u><br>Specify Type _____<br>Specify Type _____                                                                                                                                         |                                                                                                            |
| 2.K. Private Crossing Signs (if private)<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 2.L. LED Enhanced Signs (List types)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| <b>3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 3.A. Gate Arms (count)<br>Roadway <u>0</u><br>Pedestrian _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 3.B. Gate Configuration<br><input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier)<br><input type="checkbox"/> 3 Quad   Resistance<br><input type="checkbox"/> 4 Quad <input type="checkbox"/> Median Gates                                                                                                                                                                                                                                                         |                                                                                                                                                  | 3.C. Cantilevered (or Bridged) Flashing Light Structures (count)<br>Over Traffic Lane <u>0</u> <input type="checkbox"/> Incandescent<br>Not Over Traffic Lane <u>0</u> <input type="checkbox"/> LED                                                                                                             |                                                                                                            |
| 3.D. Mast Mounted Flashing Lights (count of masts) <u>2</u><br><input type="checkbox"/> Incandescent <input type="checkbox"/> LED<br><input type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 3.E. Total Count of Flashing Light Pairs<br><u>4</u>                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                  | 3.F. Installation Date of Current Active Warning Devices: (MM/YYYY)<br>____/____/____ <input checked="" type="checkbox"/> Not Required                                                                                                                                                                          |                                                                                                            |
| 3.G. Wayside Horn<br><input type="checkbox"/> Yes   Installed on (MM/YYYY) ____/____/____<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | 3.H. Highway Traffic Signals Controlling Crossing<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                  | 3.I. Bells (count)<br><u>1</u>                                                                                                                                                                                                                                                                                  |                                                                                                            |
| 3.J. Non-Train Active Warning<br><input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  | 3.K. Other Flashing Lights or Warning Devices<br>Count <u>0</u> Specify type _____                                                                                                                                                                                                                              |                                                                                                            |
| 4.A. Does nearby Hwy Intersection have Traffic Signals?<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 4.B. Hwy Traffic Signal Interconnection<br><input type="checkbox"/> Not Interconnected<br><input type="checkbox"/> For Traffic Signals<br><input type="checkbox"/> For Warning Signs                                                                                                                                                                                                                                                                                                           |                                                                                                                                                  | 4.C. Hwy Traffic Signal Preemption<br><input type="checkbox"/> Simultaneous<br><input type="checkbox"/> Advance                                                                                                                                                                                                 |                                                                                                            |
| 5. Highway Traffic Pre-Signals<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Storage Distance * _____<br>Stop Line Distance * _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 6. Highway Monitoring Devices (Check all that apply)<br><input type="checkbox"/> Yes - Photo/Video Recording<br><input type="checkbox"/> Yes - Vehicle Presence Detection<br><input type="checkbox"/> None                                                                                                                                                                                                                                                                                     |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| <b>Part IV: Physical Characteristics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 1. Traffic Lanes Crossing Railroad<br>Number of Lanes <u>2</u><br><input type="checkbox"/> One-way Traffic<br><input type="checkbox"/> Two-way Traffic<br><input type="checkbox"/> Divided Traffic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 2. Is Roadway/Pathway Paved?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                  | 3. Does Track Run Down a Street?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                         |                                                                                                            |
| 4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 5. Crossing Surface (on Main Track, multiple types allowed)   Installation Date * (MM/YYYY) ____/____/____   Width * _____   Length * _____<br><input checked="" type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal<br><input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 6. Intersecting Roadway within 500 feet?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   If Yes, Approximate Distance (feet) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 7. Smallest Crossing Angle<br><input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90° |                                                                                                                                                                                                                                                                                                                 | 8. Is Commercial Power Available? *<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Part V: Public Highway Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 1. Highway System<br><input type="checkbox"/> (01) Interstate Highway System<br><input type="checkbox"/> (02) Other Nat Hwy System (NHS)<br><input type="checkbox"/> (03) Federal AID, Not NHS<br><input checked="" type="checkbox"/> (08) Non-Federal Aid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 2. Functional Classification of Road at Crossing<br><input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban<br><input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector<br><input type="checkbox"/> (2) Other Freeways and Expressways<br><input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector<br><input type="checkbox"/> (4) Minor Arterial <input checked="" type="checkbox"/> (7) Local |                                                                                                                                                  | 3. Is Crossing on State Highway System?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                  |                                                                                                            |
| 4. Highway Speed Limit<br><u>30</u> MPH<br><input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | 5. Linear Referencing System (LRS Route ID) *                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 6. LRS Milepost *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | 7. Annual Average Daily Traffic (AADT)<br>Year <u>2011</u> AADT <u>250</u> <u>159</u><br><u>2018</u>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| 8. Estimated Percent Trucks<br><u>05</u> %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 9. Regularly Used by School Buses?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   Average Number per Day <u>0</u>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                  | 10. Emergency Services Route<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                        |                                                                                                            |
| <b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| Submitted by _____ Organization _____ Phone _____ Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |
| Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 |                                                                                                            |

## **Attachment C: Quiet Zone Risk Calculations**

---

## 184901F 65TH STREET

Stop  
Present warn device: Signs

Number of highway vehicles per day: 638

Total trains: 10

Day through trains : 5

Total Switching Trains : 0

Number of main tracks: 1

Number of other tracks: 0

Urban(U.)/Rural(R.): U.Local

Highways paved: Yes

Maximum timetable speed mph: 25

Number of highway lanes: 2

Number of years accident data: 5

Number of accidents in accident data years: 0

Wayside horn:

Pre-Existing SSM:

## 184902M 66TH STREET

Crossing Updated!

Present warn device: Gates

Number of highway vehicles per day: 2191

Total trains: 10

Day through trains : 5

Total Switching Trains : 0

Number of main tracks: 1

Number of other tracks: 1

U.Minor  
Urban(U.)/Rural(R.): Arterial

Highways paved: Yes

Maximum timetable speed mph: 25

Number of highway lanes: 2

Number of years accident data: 5

Number of accidents in accident data years: 0

Wayside horn:

Pre-Existing SSM:

## 184904B UPPER 71ST STREET

Crossing Updated!

Present warn device: Gates

Number of highway vehicles per day: 150

Total trains: 10

Day through trains : 5

Total Switching Trains : 0

Number of main tracks: 1

Number of other tracks: 1

Urban(U.)/Rural(R.): U.Local

Highways paved: Yes

Maximum timetable speed mph: 25

Number of highway lanes: 2

Number of years accident data: 5

Number of accidents in accident data years: 0

Wayside horn:

Pre-Existing SSM:

## 184912T 105TH STREET

Crossing Updated!

Flashing  
Present warn device: Lights

Number of highway vehicles per day: 250

Total trains: 10

Day through trains : 5

Total Switching Trains : 0

Number of main tracks: 1

Number of other tracks: 0

Urban(U.)/Rural(R.): U.Local

Highways paved: No

Maximum timetable speed mph: 20

Number of highway lanes: 2

Number of years accident data: 5

Number of accidents in accident data years: 0

Wayside horn:

Pre-Existing SSM:

Cancel

Change Scenario: IGH RESUBM\_53629 ▼

Continue

Create New Zone

Manage Existing Zones

Log Off

| Crossing | Street            | Traffic | Warning Device | Pre-SSM | SSM | Risk      |        |
|----------|-------------------|---------|----------------|---------|-----|-----------|--------|
| 184901F  | 65TH STREET       | 638     | Gates          | 0       | 0   | 6,202.25  | MODIFY |
| 184902M  | 66TH STREET       | 2191    | Gates          | 0       | 0   | 14,154.22 | MODIFY |
| 184904B  | UPPER 71ST STREET | 150     | Gates          | 0       | 0   | 6,961.13  | MODIFY |
| 184912T  | 105TH STREET      | 159     | Gates          | 0       | 0   | 4,231.21  | MODIFY |

**Step by Step Instructions:**

**Step 1:** To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the MODIFY Button

**Step 2:** Select proposed warning device or SSM. Then click the UPDATE button. To generate a spreadsheet of the values on this page, click on ASM button—This spreadsheet can then be used for ASM calculations.

**Step 3:** Repeat Step (2) until the SELECT button is shown at the bottom right side of this page. Note that the SELECT button is shown ONLY when the Quiet Zone Risk Index falls below the NSRT or the Risk Index with Horn.

**Step 4:** To save the scenario and continue, click the SELECT button

\* Only Public At Grade Crossings are listed.

Click for Supplementary Safety Measures [SSM]

Click for ASM spreadsheet: ASM \* Note: The use of ASMs requires an application to and approval from the FRA.

| Summary                                |                  |
|----------------------------------------|------------------|
| Proposed Quiet Zone:                   | IGH RESUBMIT     |
| Type:                                  | New 24-hour QZ   |
| Scenario:                              | IGH RESUBM_53629 |
| Estimated Total Cost:                  | \$0.00           |
| Nationwide Significant Risk Threshold: | 14723 .00        |
| Risk Index with Horns:                 | 4728.54          |
| Quiet Zone Risk Index:                 | <b>7887.2</b>    |
| <div>Select</div>                      |                  |

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**RESOLUTION APPROVING DEMOLITION CONTRACT FOR 6639 CONCORD AVENUE**

Meeting Date: November 13, 2018

Item Type: Consent

Prepared by: Janice Gundlach, CD Director ✕

Reviewed by: Janice Gundlach, CD Director

Reviewed by: Kristi Smith, Finance Director

Contact: 651-450-2546

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Adopt a Resolution awarding a contract for demolition for 6639 Concord Avenue to Nitti Roll-Off Services, Inc.

**SUMMARY:**

The City acquired 6639 Concord Avenue this summer. This acquisition lies on a block where the City has already acquired six other properties. The intent is to redevelop these properties as part of the Concord area revitalization plans. The other six properties have already been demolished. Staff is seeking authorization to proceed with the seventh demolition.

The City normally undergoes a process whereby numerous demolition contractors are offered the opportunity to provide a bid. In this instance, the City received an unsolicited bid by Nitti Roll-Off Services, Inc. to conduct the demolition, the bid of which was highly competitive based on prior property demolition contracts that City has engaged in.

Because the contract is less than \$175,000 the City can directly negotiate a contract instead of publicly bidding it. To ensure compliance with the League of Minnesota Cities recommendations on Competitive Bidding for projects that exceed \$25,000 but are less than \$175,000, the City received a second quote for the demolition. The bids are as follows:

|                          |                                                                                                |
|--------------------------|------------------------------------------------------------------------------------------------|
| Nitti Roll-Off Services: | \$47,493 (includes all hazardous building materials abatement)                                 |
| Kamish Excavating Inc.   | \$48,492 (does <b>not</b> include hazardous building materials abatement which totals \$7,650) |

The demolition costs will be paid for by a transfer in from the Host Community Fund per the Council's action of July 23, 2018 where \$507,245.75 was approved for costs associated with the acquisition of this property. This action estimated demolition costs at \$35,000. It should be noted, actual demolition costs will exceed the preliminary budget by approximately \$13,000. The attached Resolution includes authorization to transfer up to an additional \$13,000 to cover this cost. These funds will not be transferred until all expenses have been incurred and it is determined the originally authorized transfer amount of \$507,245.75 is insufficient.

**ATTACHMENTS:**

Resolution

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING CONTRACT FOR DEMOLITION OF 6639 CONCORD AVENUE**

**WHEREAS**, the City desires to enter into a contract for demolition services to remove a single-family home and two additional accessory buildings at 6639 Concord Avenue; and

**WHEREAS**, the City received an unsolicited bid from Nitti Roll-Off Services, Inc. to conduct the demolition, the bid of which was highly competitive in price based upon prior demolition contracts; and

**WHEREAS**, in order to ensure compliance with the League of Minnesota Cities Competitive Bidding policy the City sought a second bid from Kamish Excavating; and

**WHEREAS**, the City has reviewed these two proposals and the firms' qualifications; and

**WHEREAS**, the EDA authorized the purchase of 6639 Concord Avenue on July 23, 2018, including the transfer in from the Community Host Fund of \$507,245.75 to fund the acquisition costs; and

**WHEREAS**, the actual demolition costs exceeded the preliminarily-budgeted amount by approximately \$13,000.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Inver Grove Heights hereby selects Nitti Roll-Off Service, Inc. to demolish the structures at 6639 Concord Avenue and directs staff to enter into a contract with Nitti Roll-Off Services Inc; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Inver Grove Heights hereby authorizes the following transfer, as necessary, to fund acquisitions costs, including the demolition:

|                                    |                            |                |
|------------------------------------|----------------------------|----------------|
| From: Host Community Fund          | 451.57.9200.590.91100      | up to \$13,000 |
| To: Economic Development Authority | E008-291.45.3000.419.30700 | up to \$13,000 |

Adopted by the City of Inver Grove Heights this 13<sup>th</sup> day of November 2018.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project 2018-07 – Pedestrian Ramp Compliance**

Meeting Date: November 13, 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*  
*SAK*  
*SDB*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project 2018-07 – Pedestrian Ramp Compliance.

**SUMMARY**

The improvements were ordered as part of the Americans With Disabilities Act Transition Plan recommendations. The contract was awarded in the amount of \$51,059.00 to Pember Companies, Inc. on June 11, 2018. Change Order No. 1 reduced pay quantities by \$25,047.00 by eliminating two pedestrian ramps, known as Schedules 4 & 5. The contract amount with Change Order No. 1 totaled \$26,012.00.

Final Compensating Change Order No. 3, in the amount of \$3,879.80 is for increasing the amount to reflect the actual quantities of the work that was performed and will be funded by the project contingency. The City is eligible for a CDBG Grant up to \$24,266 for the project. The balance is funded by the City's Pavement Management Fund.

The contractor has completed the contract work in accordance with the contract plans and specifications.

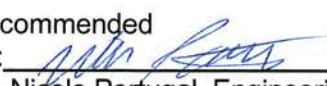
I recommend approval of Final Compensating Change Order No. 3, in the amount of \$3,879.80 for a revised contract of \$29,891.80, Final Pay Voucher No. 1 in the amount of \$29,891.80, Engineer's Final Report, and resolution accepting work for City Project 2018-07 – Pedestrian Ramp Compliance TJK/np

Attachments: Final Compensating Change Order No. 3  
 Final Pay Voucher No. 1  
 Engineer's Final Report  
 Resolution Accepting Work



**FINAL COMPENSATING CHANGE ORDER NO. 3**

**CITY PROJECT 2018-07  
2018 PEDESTRIAN RAMP ADA COMPLIANCE**

|                                                                                                                                                                                                       |                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Owner: City of Inver Grove Heights<br>8150 Barbara Avenue<br>Inver Grove Heights, MN 55077                                                                                                            | Date of Issuance: November 13, 2018             |
| Contractor: Pember Companies, Inc.<br>469 <sup>th</sup> St.<br>Menomonie, WI 54751                                                                                                                    | Engineer: City Engineer                         |
| <u>Purpose of Change Order</u><br><br>Final Compensating Change Order No. 3 is for increasing the amount to reflect the actual quantities OF the work that was performed in the amount of \$3,879.80. |                                                 |
| <b>CHANGE IN CONTRACT PRICE</b>                                                                                                                                                                       | <b>CHANGE IN CONTRACT TIME</b>                  |
| Original Contract Price:<br>\$51,059.00                                                                                                                                                               | Original Contract Time:                         |
| Previous Change Orders No. <u>  1  </u> to No. <u>  2  </u><br>(\$25,047.00)                                                                                                                          | Net Change from Previous Change Orders          |
| Contract Price Prior to this Change Order<br>\$26,012.00                                                                                                                                              | Contract Time Prior to this Change Order        |
| Net Increase (Decrease) of this Change Order<br>\$3,879.80                                                                                                                                            | Net Increase (Decrease) of Change Order         |
| Contract Price with all Approved Change Orders<br>\$29,891.80                                                                                                                                         | Contract Time with Approved Change              |
| Recommended<br>By: <br>Nicole Portugal, Engineering Technician                                                     | Approved<br>By: _____<br>Pember Companies, Inc. |

Approved By:

Approved By:

Date of Council Action:

  
Thomas J. Kaldunski, City Engineer

\_\_\_\_\_  
George Tourville, Mayor

November 13, 2018

## CONSTRUCTION PAYMENT VOUCHER

|                |                                                  |
|----------------|--------------------------------------------------|
| ESTIMATE NO:   | <u>One (1) FINAL</u>                             |
| DATE:          | <u>November 13, 2018</u>                         |
| PERIOD ENDING: | <u>August 31, 2018</u>                           |
| CONTRACT:      | <u>2018-07 – Pedestrian Curb Ramp Compliance</u> |
| PROJECT NO:    | <u>2018-07 – Pedestrian Curb Ramp Compliance</u> |

TO: Pember Companies Inc.  
469<sup>th</sup> St.  
Menomonie, WI 54751

|                                              |               |
|----------------------------------------------|---------------|
| Original Contract Amount.....                | \$51,059.00   |
| Total Deduction (Change Order No. 1) .....   | (\$25,047.00) |
| Total Additional (Change Order No. 3).....   | \$3,879.80    |
| Total Contract Amount.....                   | \$29,891.80   |
| Total Value of Work to Date .....            | \$29,891.80   |
| Less Retained (5%) .....                     | \$0.00        |
| Less Previous Payment .....                  | \$0.00        |
| Total Approved for Payment this Voucher..... | \$29,891.80   |
| Total Payments including this Voucher .....  | \$29,891.80   |

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through August 31, 2018.

Signed by: Thomas J. Kaldunski November 13, 2018  
Thomas J. Kaldunski, City Engineer

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
Pember Companies, Inc.

Signed by: \_\_\_\_\_ November 13, 2018  
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT 2018-07 PEDESTRIAN RAMP COMPLIANCE

November 13, 2018

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Pember Companies, Inc. The work consisted of 2018 pedestrian ramp ADA compliance.

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

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

|                         |               |
|-------------------------|---------------|
| ORIGINAL CONTRACT PRICE | \$51,059.00   |
| CHANGE ORDER NO. 1      | (\$25,047.00) |
| CHANGE ORDER NO. 3      | \$3,879.80    |
| FINAL VALUE OF WORK     | \$29,891.80   |
| TOTAL CONTRACT AMOUNT   | \$29,891.80   |
| PREVIOUS PAYMENTS       | \$0.00        |
| BALANCE DUE             | \$29,891.80   |

Sincerely,



Thomas J. Kaldunski, P.E.  
City Engineer

TJK/np

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

**RESOLUTION ACCEPTING WORK OF PEMBER COMPANIES, INC. AND AUTHORIZING  
PAYMENT IN THE AMOUNT OF \$29,891.80**

**2018 PEDESTRIAN CURB RAMP COMPLIANCE  
CITY PROJECT 2018-07 – PEDESTRIAN CURB RAMP COMPLIANCE**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated June 11, 2018, Pember Companies, Inc. satisfactorily completed improvements and appurtenances for the 2018 Pedestrian Curb Ramp Compliance, City Project 2018-07 – Pedestrian Ramp Compliance.

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

**BE IT FURTHER RESOLVED:** That the Mayor and the City Clerk are hereby directed to issue a proper order for payment on such contract.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of November 2018

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-09B – Seal Coat**

Meeting Date: November 13, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director *SAT*  
*ST***Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-09B – Seal Coat.

**SUMMARY**

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$411,717.00 to Pearson Bros., Inc. on March 26, 2018 for City Project No. 2018-09B – Seal Coat.

The contractor has completed the work through October 31, 2018 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 1 for a deduction of \$16,983.20, which results in a final contract amount of \$394,733.80, Final Pay Voucher No. 2 in the amount of \$43,632.61, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-09B – Seal Coat.

TJK/nwh

Attachments: Final Compensating Change Order No. 1  
Final Pay Voucher No. 2  
Engineer's Final Report  
Resolution Accepting Work

**FINAL COMPENSATING CHANGE ORDER NO. 1**

**2018 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2018-09B  
SEAL COATING**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                  |                                       |              |                         |              |                                                    |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------|--------------|-------------------------|--------------|----------------------------------------------------|---------------------|
| <b>Owner:</b> City of Inver Grove Heights<br>8150 Barbara Avenue<br>Inver Grove Heights, MN 55077<br><br><b>Contractor:</b> Pearson Brothers<br>11079 Lamont Avenue N.E.<br>Hanover, MN 55341                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Date of Issuance:</b> November 13, 2018<br><br><b>Engineer:</b> City Engineer |                                       |              |                         |              |                                                    |                     |
| <p><b><u>PURPOSE OF CHANGE ORDER</u></b><br/>Final compensating amount to balance value of work completed and total payments made to the contractor. Accounts for miscellaneous decreases in contract quantities listed in the final payment voucher form.</p> <table style="width:100%;"><tr><td style="width:60%;">Total Value of Work Completed to Date</td><td style="text-align: right;">\$394,733.80</td></tr><tr><td>Contract Amount to Date</td><td style="text-align: right;">\$411,717.00</td></tr><tr><td><b>Compensating Change Order Amount (Decrease)</b></td><td style="text-align: right;"><b>-\$16,983.20</b></td></tr></table> |                                                                                  | Total Value of Work Completed to Date | \$394,733.80 | Contract Amount to Date | \$411,717.00 | <b>Compensating Change Order Amount (Decrease)</b> | <b>-\$16,983.20</b> |
| Total Value of Work Completed to Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$394,733.80                                                                     |                                       |              |                         |              |                                                    |                     |
| Contract Amount to Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$411,717.00                                                                     |                                       |              |                         |              |                                                    |                     |
| <b>Compensating Change Order Amount (Decrease)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>-\$16,983.20</b>                                                              |                                       |              |                         |              |                                                    |                     |
| <b>CHANGE IN CONTRACT PRICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>CHANGE IN CONTRACT TIME</b>                                                   |                                       |              |                         |              |                                                    |                     |
| Original Contract Price:<br>\$411,717.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Original Contract Time:                                                          |                                       |              |                         |              |                                                    |                     |
| Previous Change Orders<br>\$0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Net Change from Previous Change Orders                                           |                                       |              |                         |              |                                                    |                     |
| Contract Price Prior to this Change Order<br>\$411,717.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contract Time Prior to this Change Order                                         |                                       |              |                         |              |                                                    |                     |
| Net Decrease of this Change Order<br>\$16,983.20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Net Increase (Decrease) of Change Order                                          |                                       |              |                         |              |                                                    |                     |
| Contract Price with all Approved Change Orders<br>\$394,733.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Contract Time with Approved Change                                               |                                       |              |                         |              |                                                    |                     |
| Recommended<br>By: _____<br>Nick Hahn, Engineering Technician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Approved<br>By: _____<br>Pearson Brothers                                        |                                       |              |                         |              |                                                    |                     |

Approved By:

  
\_\_\_\_\_  
Thomas J. Kaldunski, City Engineer

Approved By:

\_\_\_\_\_  
George Tourville, Mayor

Date of Council Action:

\_\_\_\_\_  
November 13, 2018

## CONSTRUCTION PAYMENT VOUCHER

|                |                                         |
|----------------|-----------------------------------------|
| ESTIMATE NO:   | <u>Two (2) FINAL</u>                    |
| DATE:          | <u>November 13, 2018</u>                |
| PERIOD ENDING: | <u>October 31, 2018</u>                 |
| CONTRACT:      | <u>2018 Pavement Management Program</u> |
| PROJECT NO:    | <u>2018-09B Seal Coat</u>               |

TO: Pearson Bros., Inc.  
11079 Lamont Ave N.E.  
Hanover, MN 55341-4063

|                                              |               |
|----------------------------------------------|---------------|
| Original Contract Amount .....               | \$411,717.00  |
| Total Addition .....                         | \$0.00        |
| Total Deduction (Change Order No. 1) .....   | (\$16,983.20) |
| Total Contract Amount.....                   | \$394,733.80  |
| Total Value of Work to Date.....             | \$394,733.80  |
| Less Retained (0%) .....                     | \$0.00        |
| Less Previous Payment.....                   | \$351,101.19  |
| Total Approved for Payment this Voucher..... | \$43,632.61   |
| Total Payments including this Voucher .....  | \$394,733.80  |

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 31, 2018.

Signed by:   
Thomas J. Kaldunski, City Engineer

November 13, 2018

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
Pearson Bros., Inc.

Signed by: \_\_\_\_\_ November 13, 2018  
George Tourville, Mayor



CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2018-09B  
SEAL COAT

November 13, 2018

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Pearson Bros., Inc. The work consisted of seal coating.

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

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

|                         |               |
|-------------------------|---------------|
| ORIGINAL CONTRACT PRICE | \$411,717.00  |
| CHANGE ORDERS           | (\$16,983.20) |
| FINAL CONTRACT AMOUNT   | \$394,733.80  |
| FINAL VALUE OF WORK     | \$394,733.80  |
| PREVIOUS PAYMENTS       | \$0.00        |
| BALANCE DUE             | \$43,632.61   |

Sincerely,



Thomas J. Kaldunski, P.E.  
City Engineer

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

**RESOLUTION ACCEPTING WORK OF PEARSON BROS., INC. AND AUTHORIZING FINAL  
PAYMENT IN THE AMOUNT OF \$43,632.61**

**2018 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2018-09B – SEAL COAT**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated March 26, 2018, Pearson Bros., Inc. satisfactorily completed improvements and appurtenances for the 2018 Pavement Management Program, City Project No. 2018-09B – Seal Coat.

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

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

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of November 2018.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

**PAYMENT #2 (FINAL)**  
**2018 PAVEMENT MANAGEMENT PROGRAM**  
**SEALCOAT PROJECT**  
**City Project # 2018-09B**

| Item No.            | Base Bid Schedule 1 (Area 1)                 | Unit  | Contract Quantity | Quantity to Date | Unit Price  | Total Estimated Price | Contract Cost to Date |
|---------------------|----------------------------------------------|-------|-------------------|------------------|-------------|-----------------------|-----------------------|
| 1                   | Street Sweeping                              | Hours | 10.00             | 10.00            | \$ 80.00    | \$ 800.00             | \$ 800.00             |
| 2                   | Seal Coating (FA-2 Class A Trap Rock)        | SY    | 14,664.00         | 14,664.00        | \$ 0.93     | \$ 13,637.52          | \$ 13,637.52          |
| 3                   | Bituminous Material for Seal Coat (CRS-2P)   | GAL   | 4,986.00          | 4,842.00         | \$ 1.50     | \$ 7,479.00           | \$ 7,263.00           |
| 4                   | Seal Coat Test Strip                         | EA    | 1.00              | 1.00             | \$ 100.00   | \$ 100.00             | \$ 100.00             |
| 5                   | Pavement Message (Left Turn Arrow) Latex     | EA    | 2.00              | 2.00             | \$ 80.00    | \$ 160.00             | \$ 160.00             |
| 6                   | Linear Markings 4" Width Latex Solid White   | LF    | 90.00             | 2,976.00         | \$ 1.70     | \$ 153.00             | \$ 5,059.20           |
| 7                   | Linear Markings 4" Width Latex Solid Yellow  | LF    | 250.00            | 860.00           | \$ 1.70     | \$ 425.00             | \$ 1,462.00           |
| 8                   | Linear Markings 4" Width Latex Double Yellow | LF    | 450.00            | 3,286.00         | \$ 3.40     | \$ 1,530.00           | \$ 11,172.40          |
| 9                   | Linear Markings 12" Width Latex Solid White  | LF    | 80.00             | 200.00           | \$ 3.50     | \$ 280.00             | \$ 700.00             |
| 10                  | Linear Markings 24" Width Latex Solid White  | LF    | 52.00             | 67.00            | \$ 4.00     | \$ 208.00             | \$ 268.00             |
| 11                  | Crosswalk Marking Paint White Latex          | SF    | 330.00            | 378.00           | \$ 3.50     | \$ 1,155.00           | \$ 1,323.00           |
| 12                  | Traffic Control                              | LS    | 1.00              | 1.00             | \$ 4,000.00 | \$ 4,000.00           | \$ 4,000.00           |
| Schedule 1 Subtotal |                                              |       |                   |                  |             | \$ 29,927.52          | \$ 45,945.12          |

| Item No.            | Base Bid Schedule 2 (Area 2)                 | Unit  | Contract Quantity | Quantity to Date | Unit Price  | Total Estimated Price | Contract Cost to Date |
|---------------------|----------------------------------------------|-------|-------------------|------------------|-------------|-----------------------|-----------------------|
| 1                   | Street Sweeping                              | Hours | 10.00             | 10.00            | \$ 80.00    | \$ 800.00             | \$ 800.00             |
| 2                   | Bituminous Material for Fog Seal (CSS-1h)    | GAL   | 1,800.00          | 1,395.00         | \$ 2.80     | \$ 5,040.00           | \$ 3,906.00           |
| 3                   | Seal Coating (FA-2 Class A Trap Rock)        | SY    | 21,072.00         | 21,072.00        | \$ 0.93     | \$ 19,596.96          | \$ 19,596.96          |
| 4                   | Bituminous Material for Seal Coat (CRS-2P)   | GAL   | 7,123.00          | 6,917.00         | \$ 1.50     | \$ 10,684.50          | \$ 10,375.50          |
| 5                   | Seal Coat Test Strip                         | EA    | 1.00              | 1.00             | \$ 100.00   | \$ 100.00             | \$ 100.00             |
| 6                   | Linear Markings 4" Width Latex Broken Yellow | LF    | 700.00            | 0.00             | \$ 1.70     | \$ 1,190.00           | -                     |
| 7                   | Crosswalk Marking Paint White Latex          | SF    | 150.00            | 432.00           | \$ 3.50     | \$ 525.00             | \$ 1,512.00           |
| 8                   | Traffic Control                              | LS    | 1.00              | 1.00             | \$ 4,000.00 | \$ 4,000.00           | \$ 4,000.00           |
| Schedule 2 Subtotal |                                              |       |                   |                  |             | \$ 41,936.46          | \$ 40,290.46          |

| Item No.            | Base Bid Schedule 3 (Area 3)               | Unit  | Contract Quantity | Quantity to Date | Unit Price  | Total Estimated Price | Contract Cost to Date |
|---------------------|--------------------------------------------|-------|-------------------|------------------|-------------|-----------------------|-----------------------|
| 1                   | Street Sweeping                            | Hours | 40.00             | 40.00            | \$ 80.00    | \$ 3,200.00           | \$ 3,200.00           |
| 2                   | Bituminous Material for Fog Seal (CSS-1h)  | GAL   | 1,200.00          | 930.00           | \$ 2.80     | \$ 3,360.00           | \$ 2,604.00           |
| 3                   | Seal Coating (FA-2 Class A Trap Rock)      | SY    | 57,118.00         | 57,118.00        | \$ 0.93     | \$ 53,119.74          | \$ 53,119.74          |
| 4                   | Bituminous Material for Seal Coat (CRS-2P) | GAL   | 19,085.00         | 18,513.00        | \$ 1.50     | \$ 28,627.50          | \$ 27,769.50          |
| 5                   | Seal Coat Test Strip                       | EA    | 1.00              | 1.00             | \$ 100.00   | \$ 100.00             | \$ 100.00             |
| 6                   | Traffic Control                            | LS    | 1.00              | 1.00             | \$ 4,000.00 | \$ 4,000.00           | \$ 4,000.00           |
| Schedule 3 Subtotal |                                            |       |                   |                  |             | \$ 92,407.24          | \$ 90,793.24          |

| Item No.            | Base Bid Schedule 4 (Area 4)               | Unit  | Contract Quantity | Quantity to Date | Unit Price  | Total Estimated Price | Contract Cost to Date |
|---------------------|--------------------------------------------|-------|-------------------|------------------|-------------|-----------------------|-----------------------|
| 1                   | Street Sweeping                            | Hours | 10.00             | 25.00            | \$ 80.00    | \$ 800.00             | \$ 2,000.00           |
| 2                   | Seal Coating (FA-2 Class A Trap Rock)      | SY    | 14,229.00         | 17,174.70        | \$ 0.93     | \$ 13,232.97          | \$ 15,972.47          |
| 3                   | Bituminous Material for Seal Coat (CRS-2P) | GAL   | 4,268.00          | 4,140.00         | \$ 1.50     | \$ 6,402.00           | \$ 6,210.00           |
| 4                   | Seal Coat Test Strip                       | EA    | 1.00              | 2.00             | \$ 100.00   | \$ 100.00             | \$ 200.00             |
| 5                   | Traffic Control                            | LS    | 1.00              | 1.03             | \$ 4,000.00 | \$ 4,000.00           | \$ 4,100.00           |
| Schedule 4 Subtotal |                                            |       |                   |                  |             | \$ 24,534.97          | \$ 28,482.47          |

Base Bid (Schedules 1-4) Total: \$ 188,806.19 \$ 205,511.29

| Item No.          | Bid Alternate A                            | Unit  | Contract Quantity | Quantity to Date | Unit Price | Total Estimated Price | Contract Cost to Date |
|-------------------|--------------------------------------------|-------|-------------------|------------------|------------|-----------------------|-----------------------|
| 1                 | Street Sweeping                            | Hours | 20.00             | 20.00            | \$ 80.00   | \$ 1,600.00           | \$ 1,600.00           |
| 2                 | Bituminous Material for Fog Seal (CSS-1h)  | GAL   | 3,200.00          | 2,480.00         | \$ 2.80    | \$ 8,960.00           | \$ 6,944.00           |
| 3                 | Seal Coating (FA-2 Class A Trap Rock)      | SY    | 29,075.00         | 29,075.00        | \$ 0.93    | \$ 27,039.75          | \$ 27,039.75          |
| 4                 | Bituminous Material for Seal Coat (CRS-2P) | GAL   | 9,885.00          | 9,589.00         | \$ 1.50    | \$ 14,827.50          | \$ 14,383.50          |
| 5                 | Seal Coat Test Strip                       | EA    | 1.00              | 1.00             | \$ 100.00  | \$ 100.00             | \$ 100.00             |
| 6                 | Traffic Control                            | LS    | 1.00              | 1.00             | \$ 100.00  | \$ 100.00             | \$ 100.00             |
| Alternate A Total |                                            |       |                   |                  |            | \$ 52,627.25          | \$ 50,167.25          |

| Item No.          | Bid Alternate B                              | Unit  | Contract Quantity | Quantity to Date | Unit Price | Total Estimated Price | Contract Cost to Date |
|-------------------|----------------------------------------------|-------|-------------------|------------------|------------|-----------------------|-----------------------|
| 1                 | Street Sweeping                              | Hours | 15.00             | 0.00             | \$ 80.00   | \$ 1,200.00           | \$ -                  |
| 2                 | Seal Coating (FA-2 Class A Trap Rock)        | SY    | 16,453.00         | 0.00             | \$ 0.93    | \$ 15,301.29          | \$ -                  |
| 3                 | Bituminous Material for Seal Coat (CRS-2P)   | GAL   | 5,594.00          | 0.00             | \$ 1.50    | \$ 8,391.00           | \$ -                  |
| 4                 | Seal Coat Test Strip                         | EA    | 1.00              | 0.00             | \$ 100.00  | \$ 100.00             | \$ -                  |
| 5                 | Pavement Message (Right Turn Arrow) Latex    | EA    | 6.00              | 0.00             | \$ 80.00   | \$ 480.00             | \$ -                  |
| 6                 | Linear Markings 4" Width Latex Solid White   | LF    | 12,300.00         | 0.00             | \$ 0.10    | \$ 1,230.00           | \$ -                  |
| 7                 | Linear Markings 4" Width Latex Double Yellow | LF    | 5,700.00          | 0.00             | \$ 0.20    | \$ 1,140.00           | \$ -                  |
| 8                 | Linear Markings 12" Width Latex Solid Yellow | LF    | 45.00             | 0.00             | \$ 3.40    | \$ 153.00             | \$ -                  |
| 9                 | Traffic Control                              | LS    | 1.00              | 0.00             | \$ 100.00  | \$ 100.00             | \$ -                  |
| Alternate B Total |                                              |       |                   |                  |            | \$ 28,095.29          | \$ -                  |

| Item No.          | Bid Alternate C                             | Unit  | Contract Quantity | Quantity to Date | Unit Price | Total Estimated Price | Contract Cost to Date |
|-------------------|---------------------------------------------|-------|-------------------|------------------|------------|-----------------------|-----------------------|
| 1                 | Street Sweeping                             | Hours | 45.00             | 45.00            | \$ 80.00   | \$ 3,600.00           | \$ 3,600.00           |
| 2                 | Seal Coating (FA-2 Class A Trap Rock)       | SY    | 68,201.00         | 68,201.00        | \$ 0.93    | \$ 63,426.93          | \$ 63,426.93          |
| 3                 | Bituminous Material for Seal Coat (CRS-2P)  | GAL   | 23,188.00         | 22,492.00        | \$ 1.50    | \$ 34,782.00          | \$ 33,738.00          |
| 4                 | Seal Coat Test Strip                        | EA    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| 5                 | Linear Markings 24" Width Latex Solid White | LF    | 20.00             | 20.00            | \$ 4.00    | \$ 80.00              | \$ 80.00              |
| 6                 | Crosswalk Marking Paint White Latex         | SF    | 150.00            | 198.00           | \$ 3.50    | \$ 525.00             | \$ 693.00             |
| 7                 | Traffic Control                             | LS    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| Alternate C Total |                                             |       |                   |                  |            | \$ 102,413.93         | \$ 101,537.93         |

| Item No.          | Bid Alternate D                            | Unit  | Contract Quantity | Quantity to Date | Unit Price | Total Estimated Price | Contract Cost to Date |
|-------------------|--------------------------------------------|-------|-------------------|------------------|------------|-----------------------|-----------------------|
| 1                 | Lot Sweeping                               | Hours | 10.00             | 10.00            | \$ 80.00   | \$ 800.00             | \$ 800.00             |
| 2                 | Bituminous Material for Fog Seal (CSS-1h)  | GAL   | 1,200.00          | 930.00           | \$ 2.80    | \$ 3,360.00           | \$ 2,604.00           |
| 3                 | Seal Coating (FA-2 Class A Trap Rock)      | SY    | 9,914.00          | 9,914.00         | \$ 0.93    | \$ 9,220.02           | \$ 9,220.02           |
| 4                 | Bituminous Material for Seal Coat (CRS-2P) | GAL   | 3,172.00          | 3,077.00         | \$ 1.50    | \$ 4,758.00           | \$ 4,615.50           |
| 5                 | Seal Coat Test Strip                       | EA    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| 6                 | Linear Markings 4" Width Latex Solid White | LF    | 1,200.00          | 1,378.00         | \$ 0.50    | \$ 600.00             | \$ 689.00             |
| 7                 | Pavement Message (Handicap) Latex          | EA    | 1.00              | 1.00             | \$ 80.00   | \$ 80.00              | \$ 80.00              |
| 8                 | Traffic Control                            | LS    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| Alternate D Total |                                            |       |                   |                  |            | \$ 18,818.02          | \$ 18,008.52          |

| Item No.          | Bid Alternate E                            | Unit  | Contract Quantity | Quantity to Date | Unit Price | Total Estimated Price | Contract Cost to Date |
|-------------------|--------------------------------------------|-------|-------------------|------------------|------------|-----------------------|-----------------------|
| 1                 | Lot Sweeping                               | Hours | 10.00             | 10.00            | \$ 80.00   | \$ 800.00             | \$ 800.00             |
| 2                 | Bituminous Material for Fog Seal (CSS-1h)  | GAL   | 800.00            | 620.00           | \$ 2.80    | \$ 2,240.00           | \$ 1,736.00           |
| 3                 | Seal Coating (FA-2 Class A Trap Rock)      | SY    | 5,759.00          | 5,759.00         | \$ 0.93    | \$ 5,355.87           | \$ 5,355.87           |
| 4                 | Bituminous Material for Seal Coat (CRS-2P) | GAL   | 1,843.00          | 1,793.66         | \$ 1.50    | \$ 2,764.50           | \$ 2,690.49           |
| 5                 | Seal Coat Test Strip                       | EA    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| 6                 | Linear Markings 4" Width Latex Solid White | LF    | 2,700.00          | 2,200.00         | \$ 0.50    | \$ 1,350.00           | \$ 1,100.00           |
| 7                 | Pavement Message (Handicap) Latex          | EA    | 4.00              | 4.00             | \$ 80.00   | \$ 320.00             | \$ 320.00             |
| 8                 | Traffic Control                            | LS    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| Alternate E Total |                                            |       |                   |                  |            | \$ 12,830.37          | \$ 12,002.36          |

| Item No.          | Bid Alternate F                            | Unit  | Contract Quantity | Quantity to Date | Unit Price | Total Estimated Price | Contract Cost to Date |
|-------------------|--------------------------------------------|-------|-------------------|------------------|------------|-----------------------|-----------------------|
| 1                 | Lot Sweeping                               | Hours | 10.00             | 10.00            | \$ 80.00   | \$ 800.00             | \$ 800.00             |
| 2                 | Bituminous Material for Fog Seal (CSS-1h)  | GAL   | 600.00            | 465.00           | \$ 2.80    | \$ 1,680.00           | \$ 1,302.00           |
| 3                 | Seal Coating (FA-2 Class A Trap Rock)      | SY    | 3,465.00          | 3,465.00         | \$ 0.93    | \$ 3,222.45           | \$ 3,222.45           |
| 4                 | Bituminous Material for Seal Coat (CRS-2P) | GAL   | 1,109.00          | 1,098.00         | \$ 1.50    | \$ 1,663.50           | \$ 1,647.00           |
| 5                 | Seal Coat Test Strip                       | EA    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| 6                 | Linear Markings 4" Width Latex Solid White | LF    | 1,200.00          | 750.00           | \$ 0.50    | \$ 600.00             | \$ 375.00             |
| 7                 | Pavement Message (Handicap) Latex          | EA    | 2.00              | 2.00             | \$ 80.00   | \$ 160.00             | \$ 160.00             |
| 8                 | Traffic Control                            | LS    | 1.00              | 1.00             | \$ -       | \$ -                  | \$ -                  |
| Alternate F Total |                                            |       |                   |                  |            | \$ 8,125.95           | \$ 7,506.45           |

Subtotal (Alternates A, B, C, D, E, F): \$ 222,910.81 \$ 189,222.51

Total Base Bid + Alternates A, B, C, D, E, F: \$ 411,717.00 \$ 394,733.80

Original Contract Amount: \$ 411,717.00  
Current Contract Amount: \$ 394,733.80

Contract Work Completed to Date: \$ 394,733.80  
Retainage (0%): \$ -  
Previous Payment: \$ 351,101.19  
Amount due this Payment #2: \$ 43,632.61

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve Drainage & Utility Easement for 10581 Akron Ave (Lot 6, Block 1, Inver Hills Third Addition, Dakota County, Minnesota)**

Meeting Date: November 13, 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*

*SDT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve Drainage & Utility Easement for 10581 Akron Ave (Lot 6, Block 1, Inver Hills Third Addition Dakota County, Minnesota).

**SUMMARY**

The owners of 10581 Akron 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, Todd S. and Mary E. Edgar, have provided the required grading and erosion control plans. They have also signed the Permanent Drainage and Utility Easement (attached). The drainage and utility easement protects a storm water infiltration basin and wet pond in this location. An engineering escrow of \$500.00 has been provided to cover any costs incurred by the City for review and inspection of the site grading.

It is recommended that the City Council approve the Permanent Drainage & Utility Easement for 10581 Akron Ave (Lot 6, Block 1, Inver Hills Third Addition, Dakota County, Minnesota).

TJK/mw

Attachments: Drainage & Utility Easement

**PERMANENT DRAINAGE AND UTILITY  
EASEMENT AGREEMENT FOR LOT 6, BLOCK 1,  
INVER HILLS THIRD ADDITION, DAKOTA COUNTY, MINNESOTA**

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this 13<sup>th</sup> day of November, 2018, by and between Todd S. Edgar and Mary E. Edgar, 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 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; 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.

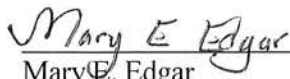
This Permanent Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

**LANDOWNER:**

  
\_\_\_\_\_  
Todd S. Edgar

  
\_\_\_\_\_  
Mary E. Edgar

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF DAKOTA     )

On this 24<sup>th</sup> day of October, 2018, before me a Notary Public within and for said County, personally appeared Todd S. Edgar and Mary E. Edgar, 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 13<sup>th</sup> day of November, 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:

Lot 6, Block 1, Inver Hills Third Addition, Dakota County, Minnesota.

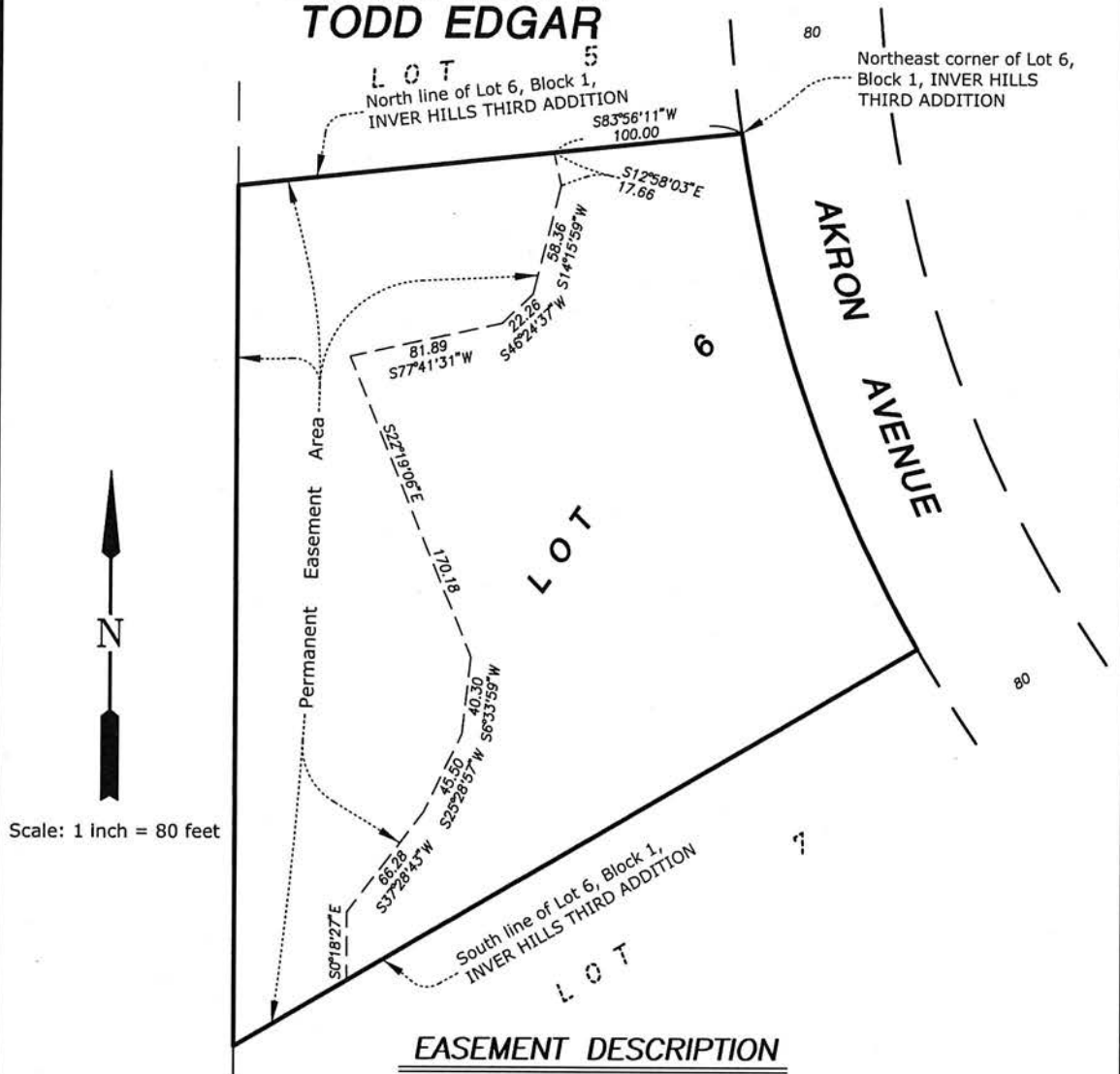
Abstract Property.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement for drainage and utility purposes over, under and across that part of Lot 6, Block 1, Inver Hills Third Addition, according to the recorded plat thereof, Dakota County, Minnesota which lies westerly of the following described line:

Commencing at the northeast corner of said Lot 6; thence South 83 degrees 56 minutes 11 seconds West, along the north line of said Lot 6, a distance of 100.00 feet to the beginning of the line to be described; thence South 12 degrees 58 minutes 03 seconds East a distance of 17.66 feet; thence South 14 degrees 15 minutes 59 seconds West a distance of 58.36 feet; thence South 46 degrees 24 minutes 37 seconds West a distance of 22.26 feet; thence South 77 degrees 41 minutes 31 seconds West a distance of 81.89 feet; thence South 22 degrees 19 minutes 06 seconds East a distance of 170.18 feet; thence South 6 degrees 33 minutes 59 seconds West a distance of 40.30 feet; thence South 25 degrees 28 minutes 57 seconds West a distance of 45.50 feet; thence South 37 degrees 28 minutes 43 seconds West a distance of 66.28 feet; thence South 0 degrees 18 minutes 27 seconds East to the south line of said Lot 6 and there said line terminates.

## Easement Sketch for TODD EDGAR



That part of Lot 6, Block 1, INVER HILLS THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, which lies westerly of the following described line:

Commencing at the northeast corner of said Lot 6; thence South 83 degrees 56 minutes 11 seconds West, along the north line of said Lot 6, a distance of 100.00 feet to the beginning of the line to be described; thence South 12 degrees 58 minutes 03 seconds East a distance of 17.66 feet; thence South 14 degrees 15 minutes 59 seconds West a distance of 58.36 feet; thence South 46 degrees 24 minutes 37 seconds West a distance of 22.26 feet; thence South 77 degrees 41 minutes 31 seconds West a distance of 81.89 feet; thence South 22 degrees 19 minutes 06 seconds East a distance of 170.18 feet; thence South 6 degrees 33 minutes 59 seconds West a distance of 40.30 feet; thence South 25 degrees 28 minutes 57 seconds West a distance of 45.50 feet; thence South 37 degrees 28 minutes 43 seconds West a distance of 66.28 feet; thence South 0 degrees 18 minutes 27 seconds East to the south line of said Lot 6 and there said line terminates.

**Rehder and Associates, Inc.**

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider a Resolution Accepting a Proposal for Geotechnical Exploration Services for City Project No. 2018-15 – 64<sup>th</sup> Street Outfall Repair**

Meeting Date: November 13, 2018  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651-450-2572 *TJK*  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution accepting a proposal for geotechnical exploration services for City Project No. 2018-15 – 64<sup>th</sup> Street Outfall Repair.

**SUMMARY**

We requested for geotechnical exploration services from Barr Engineering Corporation (Barr) and Barr requested the geotechnical proposal from American Engineering Testing, Inc. (AET). The scope of services are identified in the attached proposal from AET in an amount of \$6,295.40. These services will be funded through the Storm Water Utility Fund.

Staff is recommending that the City Council approve the attached resolution authorizing geotechnical exploration services for City Project No. 2018-15 – 64<sup>th</sup> Street Outfall Repair per the proposal submitted by AET in the amount of \$6,295.40.

TJK/kf

Attachments: Resolution  
 Proposal



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

**RESOLUTION ACCEPTING A PROPOSAL FROM AMERICAN ENGINEERING TESTING, INC. FOR  
GEOTECHNICAL EXPLORATION SERVICES FOR CITY PROJECT NO. 2018-15 – 64<sup>TH</sup> STREET  
OUTFALL REPAIR**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, City staff has identified structural defects in a portion of the 64<sup>th</sup> Street storm sewer system extending from the storm sewer outlet at the Mississippi River west approximately 200 feet toward Doffing Avenue; and

**WHEREAS**, City staff requested, and received, a proposal from Barr Engineering Co. for engineering services for a feasibility report and preliminary design for City Project No. 2018-15 – 64<sup>th</sup> Street Outfall Repair; and

**WHEREAS**, City staff requested, and received a proposal from American Engineering Testing, Inc. (AET) for a geotechnical exploration services; and

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

1. The proposal from AET is accepted and staff is authorized to enter into a contract in the amount not to exceed \$6,295.40 for geotechnical exploration services for City Project No. 2018-15 – 64<sup>th</sup> Street Outfall Repair.
2. Project funding is provided through the City's Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of November 2018

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

October 18, 2018

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

Re: Proposal for Geotechnical Exploration  
64th Street Outfall Rehabilitation  
Inver Grove Heights, MN  
AET Proposal No. 01-20230

Dear Mr. Kaldunski:

American Engineering Testing (AET) is pleased to submit a proposal to the City of Inver Grove Heights (the City) for geotechnical drilling services for this project. This proposal is being submitted at the request of Mr. Carl Sorensen with Barr Engineering Corporation (Barr). 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 Barr is engineering the rehabilitation of the 64<sup>th</sup> Street Outfall in the City of Inver Grove Heights. The project location extends from public right-of-way at the intersection of Doffing Avenue East and 64<sup>th</sup> Street East toward the east to private property owned by River Heights Marina (the Marina) on the west bank of the Mississippi River. The anticipated subsurface conditions include bedrock and groundwater which could be near the ground surface, as well as the potential for organic or soft sediments.

## SCOPE OF SERVICES

### Geotechnical Exploration

As requested by Barr, our scope of services will consist of the following:

- Submit Minnesota Department of Health (MDH) notification for borings 15 feet or deeper.
- Arrange clearance of underground public utilities.
- Hire a private utility locator for marking of underground private utilities based on information provided by the Marina.
- Perform 6 flight auger (FA) borings each to depths of 14.9 feet or obstruction, whichever occurs first, using a truck-mounted drill rig.



- Perform 1 standard penetration test boring to a depth of 20 feet or obstruction, whichever occurs first, using a truck-mounted drill rig.
- 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 boreholes less than 15 feet deep with soil cuttings and boreholes 15 feet or more deep with grout.
- Patch the surface with cold mix asphalt for all borings performed through pavement.
- Prepare and submit MDH Sealing Record(s).

Before we drill, 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. Examples of private lines include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private lines and utilities.**

Barr has requested we hire a private locator for this project. Private locating companies charge a fee for their services, and we will pass this fee along to you at cost, in addition to our fee for the geotechnical exploration. For the private locator to be accurate and effective, the property owner must provide maps and records showing the location of all private lines and utilities. We also request the private property owner provide a knowledgeable site representative to meet with AET personnel and the private utility locator. AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

Sampling for the FA borings will be performed by the pulling method, typically at 5-foot intervals. However, if high groundwater is encountered, the entire boring depth will need to be drilled and pulled in one continuous action.

We will drill the SPT boring 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.

We will backfill the boreholes to comply with State requirements. 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.

Accessing the boring locations may leave ruts in the ground. We assume that the City will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.

We assume that the site is readily accessible for our truck-mounted drill rig. Snow plowing to access the site will be billed as an extra charge.

We assume Barr or the City will provide safe and approved access to the Marina property.

#### **Excluded Items**

We understand that a Barr representative will be on-site during the utility meets and during drilling to direct our staff on boring locations. We also understand that Barr personnel will maintain logs during drilling and collect samples. We request that Barr provide us with a copy of the applicable boring log for preparation of the MDH Sealing Record.

Our scope of services does not include bedrock coring, soil classification, soil laboratory testing, boring log preparation, or reporting, other than submittal of the MDH Sealing Record.

#### **ENVIRONMENTAL CONCERNS**

This proposal is presented for drilling services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

#### **SCHEDULE**

We anticipate the field work can be completed in about 3 to 4 weeks after receipt of authorization. We have budgeted for up to 1½ days for the drilling operations discussed previously.

#### **FEES**

The services discussed in this proposal will be provided on a time and materials basis in accordance with the attached Fee Estimate. We have budgeted for up to 1½ days of drilling for performance of the requested work scope for a not-to-exceed fee of \$6,300.

In the event the scope of our services needs to be revised or expanded (for example, additional borings, deeper borings, more SPT borings, 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.

## **MINNESOTA DEPARTMENT OF HEALTH FEES**

Effective July 1, 2017, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to submit written notification to the MDH prior to drilling along with a fee of \$75. If one or more of the boring depths vary by 25 feet, or more, the MDH requires an additional written notification and fee of \$75 per boring. Projects that span multiple properties will require multiple notifications. The MDH also requires that these borings be grouted and that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below. **This information is required before we drill.**

Property Owner's name/company name:

---

Property Owner's mailing address:

---

## **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. 01-20230  
October 18, 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](mailto:tevans@amengtest.com)

**American Engineering Testing, Inc.**



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

Attachments: Fee Estimate  
Service Agreement (4 pgs.)

| AET PROPOSAL No.: 01-20xxx | ACCEPTANCE AND AUTHORIZATION |
|----------------------------|------------------------------|
| Signature: _____           | Date: _____                  |
| Typed/Printed Name: _____  |                              |
| Title: _____               |                              |
| Company: _____             |                              |

**Fee Estimate - AET Proposal 01-20230****October 18, 2018****Scope of Services:**

Up to 12 hours of time for truck rig & crew for drilling, 2 mobilizations, & private utility meet; public utility meet; MDH requirements; and project management.

**Project:**

64th Street Outfall Rehabilitation  
Inver Grove Heights, MN

| <b>Hourly Breakdown:</b>      | <b>Units</b> | <b>Rate</b> | <b>Total</b>      |
|-------------------------------|--------------|-------------|-------------------|
| Principal Engineer            | hours        | \$197.00    | \$0.00            |
| Senior Engineer               | 4 hours      | \$163.00    | \$652.00          |
| Engineer II                   | hours        | \$145.00    | \$0.00            |
| Engineer I                    | hours        | \$128.00    | \$0.00            |
| Engineering Assistant         | 4 hours      | \$117.00    | \$468.00          |
| Senior Engineering Technician | 4 hours      | \$113.00    | \$452.00          |
| Drill Technician              | 26 hours     | \$100.00    | \$2,600.00        |
| Word Processing Specialist    | 2 hours      | \$69.00     | \$138.00          |
| <b>Subtotal =</b>             |              |             | <b>\$4,310.00</b> |

| <b>Equipment Rental/Mileage:</b>       | <b>Units</b> | <b>Rate</b> | <b>Total</b>      |
|----------------------------------------|--------------|-------------|-------------------|
| Auxiliary Truck Mileage                | 96 miles     | \$1.00      | \$96.00           |
| Auxiliary Truck Rental                 | 16 hours     | \$18.50     | \$296.00          |
| 1.0-ton Truck Drill Rig Mileage        | miles        | \$1.20      | \$0.00            |
| 1.0-ton Truck Drill Rig Rental         | hours        | \$76.00     | \$0.00            |
| 1.5 to 2.5-ton Truck Drill Rig Mileage | 64 miles     | \$1.35      | \$86.40           |
| 1.5 to 2.5-ton Truck Drill Rig Rental  | 12 hours     | \$86.00     | \$1,032.00        |
| Tractor/Lowboy Trailer Mileage         | miles        | \$1.80      | \$0.00            |
| All-Terrain Drill Rig Rental           | hours        | \$117.00    | \$0.00            |
| GPS Equipment                          | hours        | \$16.00     | \$0.00            |
| Warning Signs                          | 2 days       | \$100.00    | \$200.00          |
| <b>Subtotal =</b>                      |              |             | <b>\$1,710.40</b> |

| <b>Expenses</b>         | <b>Units</b> | <b>Rate</b> | <b>Total</b>    |
|-------------------------|--------------|-------------|-----------------|
| MDH Notification Fee    | 1 each       | \$75.00     | \$75.00         |
| Private Utility Locator | 1 each       | \$200.00    | \$200.00        |
| <b>Subtotal =</b>       |              |             | <b>\$275.00</b> |

|                                  |
|----------------------------------|
| <b>Fee Estimate = \$6,295.40</b> |
|----------------------------------|



**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 \$100,000, 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 Minnesota 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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider New Lease – Sprint**

Meeting Date: November 13, 2018  
 Item Type: Consent  
 Contact: Scott D. Thureen, Public Works Director  
 Prepared by: Scott D. Thureen, 651-450-2571  
 Reviewed by: *SDT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider new lease – Sprint.

**SUMMARY**

Sprint had a 20-year lease that allowed the company to install cellular equipment at the City's North Side Water Tower. The lease expired at the end of 2016. Staff have been in negotiations with Sprint since early 2016.

The lessee desired a long-term lease and a reduced lease rent rate. After nearly two years of discussions, the parties agreed to a shorter lease of ten years (in two, five-year terms), a continuation of the rent rate escalator in the original lease (five percent) to set the rent schedule and the use of the City's new lease model for our water tower sites.

I recommend approval of the new lease agreement.

SDT/kf

Attachment: New lease document



**SITE LEASE AGREEMENT  
NORTH SIDE WATER TOWER SITE  
INVER GROVE HEIGHTS, MINNESOTA**

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**THIS SITE LEASE AGREEMENT** ("Lease"), is made as of the latter signature dates below (the "Execution Date"), but is effective as of January 1, 2017 (the "Effective Date") between **City of Inver Grove Heights, Minnesota**, a Minnesota municipal corporation, having a mailing address of 8150 Barbara Avenue, Inver Grove Heights, Minnesota ("Landlord") and **Sprint Spectrum L.P.**, a Delaware limited partnership ("Tenant" or "SSLP"), whose address is 6160 Sprint Parkway, Overland Park, KS 66251.

**RECITALS:**

- A. Landlord and Tenant (or their predecessors in interest) previously entered into that certain Water Tower Site Lease Agreement dated November 12, 1996, as amended by that certain First Amendment to Water Tower Site Lease Agreement dated 2001 (collectively, the "Existing Agreement"), whereby Landlord leased to Tenant certain space on Landlord's Property (defined below) for the installation and operation of a communications facility. The Existing Agreement expires on December 31, 2016.
- B. Landlord and Tenant desire to enter into this Lease to provide for Tenant's continued use of Landlord's Property for the operation of its Antenna Facilities (defined below) as set forth herein.

**FOR GOOD AND VALUABLE CONSIDERATION**, as of the Effective Date, the parties agree as follows:

- 1. **Leased Premises.** For purposes of operating wireless communications services, and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord the following premises:
  - a. A portion of Landlord's Property, located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, which is legally described on **Exhibit A** attached hereto and incorporated herein ("Landlord's Property") upon, in, under or over which Tenant's Antenna Facilities will be attached, connected, enclosed and/or contained, which is legally described on the attached **Exhibit B**; and
  - b. A portion of the exterior of Landlord's water tower ("Structure"), on which directional antennas and receivers, connecting cables and appurtenances will be attached and located; and

- c. A portion of Landlord's Property on which Tenant's equipment shelter ("Equipment Shelter") will be located; and
- d. Non-exclusive rights to run utility lines and cables to the Equipment Shelter across a portion of Landlord's Property in an area determined by Landlord; and
- e. A non-exclusive right of access across a portion of Landlord's Property in an area determined by Landlord for ingress and egress from the adjacent right of way to the Equipment Shelter and to the Structure so that Tenant has access to its Antenna Facilities.

All of the aforementioned items (a) – (e) are depicted on **Exhibit B**, attached hereto and incorporated herein, and shall be collectively known as the "Leased Premises."

Tenant's "Antenna Facilities" are defined as Tenant's directional antennas, receivers, connecting cables, utility lines, cabinets, Equipment Shelter and related equipment and are more specifically depicted on the Antenna Site Application which is attached hereto as **Exhibit C** and is incorporated herein. All of the Antenna Facilities shall remain Tenant's personal property and are not fixtures.

## 2. **Rent.**

- a. Initial Rent Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of \$36,000 ("Rent") for the first year of the Initial Term (as defined in Paragraph 5 hereof) which shall be increased on the first day of each year by five percent (5%) of the previous year's Rent, as shown on **Exhibit D** attached hereto and incorporated herein.
- b. Time of Payment, Taxes. Rent shall be paid in monthly installments on the first day of each month. In addition to the Rent, Tenant agrees to timely pay its pro rata share of any taxes or payments(s) in lieu of taxes directly attributable to the installation of Tenant's Antenna Facilities upon the Leased Premises.
- c. Sublease. The Tenant shall not be allowed to sublease space on the Structure to additional telecommunications providers or to sublease the use of its conduit or coaxial access to other telecommunications providers so as to allow such other telecommunications providers to use Tenant's existing Antenna Facilities. Separate lease agreements for additional ground and antenna space shall be with the Landlord, not the Tenant.
- d. Miscellaneous. Tenant shall pay for all reasonable costs of Landlord's inspections and installation project management costs related to installation of the Antenna Facilities on Landlord's Property within thirty (30) days after Landlord sends an invoice for such fees to Tenant together with reasonable supporting documentation evidencing such fees and costs. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing this Lease and approving Tenant's Antenna Site Application, including but not limited to all reasonable attorney's fees, staff and administrative review time and third party consultant fees and expenses.



All fees and invoices must be paid within thirty (30) days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees and costs.

3. **Cash Escrow.** Within thirty (30) days following the full execution of this Lease, Tenant shall deposit a cash escrow in the amount of five thousand dollars (\$5,000) with the City. The cash escrow shall remain in place throughout the term of the Lease and any renewal term. Failure to maintain the full cash escrow amount during the term of the Lease shall constitute a breach of this Lease. The cash escrow shall be used to ensure Tenant's compliance with the terms of this Lease, and may be used by the City upon written notice to Tenant to pay for any costs incurred by the City to pay for site review, consultant fees, or any other costs incurred by the City in conjunction with this Lease or any amendment of this Lease, or as a result of Tenant's breach of this Lease. If the cash escrow is used during the term of this Lease, the City shall send written notice to the Tenant of the amount used together with reasonable supporting documentation evidencing such amounts, and Tenant shall replenish the cash escrow back to \$5,000.00 within thirty (30) days of the date of the letter. Concurrent with the Tenant's provision of written notice to the City of their intent to terminate this Lease, or within ten (10) days of receipt of notice of termination of this Lease from the City, the Tenant shall provide the City with a performance bond in the amount of one hundred thousand dollars (\$100,000.00), which shall be used to ensure Tenant's compliance with the terms of this Lease, including those related to removal of the Antenna Facilities from the Landlord's Property. Upon termination of this Lease and Tenant's compliance with all terms of this Lease, including site restoration, any remaining cash escrow or performance bond shall be returned to Tenant. This provision shall survive the termination of this Lease.

4. **Governmental Approval Contingency.**

- a. **Tenant Application.** Tenant's right to use the Leased Premises is expressly made contingent upon it obtaining all the certificates, permits, zoning and approval by the City of the Antenna Facilities on the Structure and other approvals that may be required by any federal, state, or local authority (collectively, the "Government Approvals"). This shall include the interference and engineering studies specified in Paragraphs 4(b) and 4(c) below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such Government Approvals and shall take no action that would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. Tenant shall not consider this Lease, or the negotiations to enter into a lease, as alleviating the Tenant from any and all requirements for Tenant to obtain required Government approvals including conditional use permits or other special approvals required by City, County, State or Federal Governments.
- b. **Interference Study.** Before obtaining City approval for any Antenna Facilities or other improvements to be installed on Landlord's Property, Tenant must pay for the reasonable cost of (i) a radio frequency interference study, carried out by an independent and qualified professional selected by the Tenant and approved by the Landlord, which approval shall not be unreasonably withheld, showing that Tenant's intended use will not interfere with any existing communications facilities, if other communications facilities

are currently located on the Structure. If the study finds that there is a potential for interference that cannot be reasonably remedied, Landlord may deny the building permit and may deny placement of the requested Antenna Facilities on the Structure and may deny other requested improvements. Tenant shall provide information to Landlord at Landlord's request regarding all radio bands and frequencies used by Tenant's antennas.

- c. Structural Engineering Certification. Before obtaining the Landlord's approval, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified and independent professional engineer selected by the Landlord and approved by the Tenant, whose approval shall not be unreasonably withheld, showing that the Structure is able to support Tenant's proposed Antenna Facilities, modifications or improvements without materially adversely affecting Landlord's use of the Structure or the use of the Structure by another tenant with equipment on the Structure. If the study finds that the Structure is inadequate to support the proposed Antenna Facilities, modifications or improvements, Landlord may deny the request. Prior to any change to existing equipment located on the Structure or proposed addition of equipment to the Structure, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified engineer, showing that the Structure is able to support the proposed Antenna Facilities, modifications or improvements. If the study finds that the Structure is inadequate to support the proposed Antenna Facilities, modifications or improvements, Landlord may deny the request.
  - d. Non-Approval. In the event that any application necessary under Paragraph 4(a) above is finally rejected or any required Government Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by a government authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, or if an interference or engineering study, whether conducted pursuant to Paragraph 4(b) and 4(c) above or otherwise, should indicate, in Tenant's sole discretion, that the Leased Premises are unsatisfactory for Tenant's intended use, Tenant shall have the right to terminate this Lease and no further Rent shall be due following the termination of this Lease. Notice of Tenant's exercise of its right to terminate pursuant to this subparagraph shall be given to Landlord in writing as provided in accordance with Paragraph 25 of this Lease. Except as otherwise stated in this Lease, upon such termination, this Lease shall become null and void and the parties shall have no additional obligation to each other except as provided in paragraphs 11, 13, and 15.
5. Term and Renewal. The "Initial Term" of this Lease shall commence on the Effective Date and end on December 31, 2021. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend and renew this Lease for one (1) additional five (5) year renewal period (the "Renewal Term") commencing on January 1, 2022 and ending on December 31, 2026. This Lease shall be automatically renewed for the Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term, such notice to be provided in accordance with Paragraph 25 of this Lease.

Each year on or before the renewal date of the subject policy, Tenant shall provide Landlord with copies of the certificates of insurance for all required insurance policies.

6. **Tenant Use.**

- a. **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinated accordingly:
  - i. Landlord;
  - ii. Public safety agencies, including law enforcement, fire, and ambulance services that are not part of the Landlord;
  - iii. Other governmental agencies whose use is not related to public safety;
  - iv. Tenant and other government-regulated entities whose antenna offer a service to the general public for a fee in a manner similar to public utility, such as long distance and cellular telephone, not including radio or television broadcasters and pre-existing tenants.
- b. **Purposes.** Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities and uses incidental thereto for providing wireless telecommunications services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Landlord's Property, except the Leased Premises, to be used by other parties and to make additions, deletions, or modifications to its own facilities on Landlord's Property, except as set forth in Paragraph 6(a) herein. Tenant's installation, maintenance and operation of the Antenna Facilities shall at all times comply with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies ("Laws"). Landlord agrees to comply with all Laws applicable to Landlord's ownership and use of Landlord's Property, the Structure and any of its improvements on Landlord's Property. Tenant shall have exclusive use of its Antenna Facilities.
- c. **Modifications, Replacements or Other Improvements of Antenna Facilities.** Tenant agrees that it will install only antennas that Tenant knows will not interfere with existing antennas or with antennas with higher priority. If Tenant seeks to modify, replace or improve its Antenna Facilities, then Tenant must obtain approval from Landlord and comply with Paragraphs 4(b) and 4(c) requiring an interference study and engineering study, unless such requirement is waived in writing by Landlord. A modification, replacement or improvement that expands or alters the Antenna Facilities located on the Structure or outside the Equipment Shelter from the location of the existing Antenna Facilities depicted on **Exhibit C** as of the Execution Date or as **Exhibit C** may be subsequently amended, shall increase the annualized rent by a proportionate amount, as determined by Landlord. An amendment to this Lease may also be required in Landlord's sole discretion. Tenant shall reimburse Landlord for all reasonable costs associated with amending this Lease due to Tenant's modification, replacement or other improvements to the Antenna Facilities, including all reasonable attorneys' fees and

engineering costs, and Landlord may, in its sole discretion, draw on the cash escrow deposited by Tenant to pay for the costs outlined above, or may send an invoice to Tenant requesting payment of the same. Any such invoice for amounts not covered by the cash escrow shall be paid by Tenant within thirty (30) days from the date such invoice is sent to the Tenant together with reasonable supporting documentation evidencing such amounts.

- d. Pre-Construction Plans. Prior to construction for any and all modifications, replacements or improvements to the Antenna Facilities proposed after the Effective Date, Tenant shall, at Tenant's sole expense, provide Landlord or Landlord's engineering consultant ("Construction Engineer") Construction Plans in an electronic file format that is compatible with Landlord's record management system and two (2) sets of drawings of the improvements proposed to be placed on the Structure or Leased Premises consisting of the following:
- 1) Line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
  - 2) Specifications for all planned installations;
  - 3) Diagrams of proposed Antenna Facilities;
  - 4) A complete and detailed inventory of all equipment and personal property of Tenant proposed to be placed on the Leased Premises;
  - 5) Results of the interference study required by subparagraph 4(b);
  - 6) Results of the engineering study required by subparagraph 4(c); and
  - 7) Updated Antenna Site Application.
- e. Items 1 through 7 shall collectively be referred to as the Construction Plans ("Construction Plans"). Landlord shall review and approve such Construction Plans if acceptable to Landlord, and Landlord's approval shall not be unreasonably withheld, conditioned or delayed, provided that the escrow account balance to cover the cost of third party review and City review is adequate to pay such costs. If Landlord fails to either approve the Construction Plans or provide a written request for changes to said Construction Plans to Tenant within sixty (60) days from the date of receipt of complete Construction Plans, the Construction Plans will be deemed approved by Landlord. If Landlord disapproves of the Construction Plans, then the Tenant will provide Landlord with revised Construction Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Construction Plans, Tenant may either (i) make further revisions to the Construction Plans and submit them to Landlord for review or (ii) terminate this Lease without further liability except as found in Paragraphs 3, 11, 13, and 15 of this Lease, by providing written notice to Landlord. Tenant shall be solely responsible for all costs associated with said review and approval of Construction Plans. Landlord may, in its sole discretion, draw on the cash escrow deposited by Tenant to pay for the costs outlined above, or may send an invoice to Tenant



requesting payment of the same. Any such invoice for amounts not covered by the cash escrow shall be paid by Tenant within thirty (30) days from the date such invoice is sent to the Tenant, together with reasonable supporting documentation evidencing such amounts.

- f. Post-Construction As-Built Drawings. Within thirty (30) days after Tenant's modification of the Antenna Facilities, Tenant shall provide Landlord with as-built drawings in electronic file format compatible to the Landlord's record management system to replace **Exhibit C** which shall consist of as-built drawings of the Antenna Facilities and the improvements actually installed on Landlord's Property and the Leased Premises, and which show the actual location of all equipment and improvements on the Structure or outside the Equipment Shelter. Said drawings shall be accompanied by a complete and detailed site survey of Landlord's property, inventory of all equipment, personal property and the modified Antenna Facilities located on the Structure or outside the Equipment Shelter. Landlord retains the right to survey the installed equipment.
- g. Contractor Approval. Any Contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the Structure must be pre-approved by the Landlord prior to the pre-construction meeting, which approval will not be unreasonably withheld, conditioned or delayed. Contractor information which shall be provided to Landlord shall include at a minimum:
- Name and contact information; and
  - Experience (with water storage tank installations); and
  - OSHA violations within the previous three years.

Landlord retains sole discretion and reserves the right to reject any and all contractors the Tenant may propose for the installation work and to waive any informalities. All work performed on the Antenna Facilities shall be performed by professionals who perform the type of work to be performed on a daily basis and who have any necessary professional licenses or certifications for the type of work to be performed.

- h. Inspection. Landlord may engage a consulting engineer to inspect, beginning with the pre-construction conference and continuing through installation/construction/punch-list and verification of as-builts at project completion, as determined solely by Landlord, at Tenant's sole expense. Landlord will not arbitrarily require more inspections than are reasonably necessary to ensure the continued delivery of service and security of Landlord's Property and the Structure. Tenant shall pay for all reasonable costs of Landlord's inspections and installation project management costs. Prior to energizing any future modifications to Tenant's Antenna Facilities, all punch list items related to installation must be substantially complete (the exception may be weather related finish painting, etc. as determined by Landlord). Prior to the installation of new equipment or upgrading existing equipment on the Leased Premises, any existing improperly installed equipment, unsatisfactory conditions related to previously installed equipment, or any

necessary maintenance shall be completed prior to the such installation or upgrade. All work requiring inspection shall be requested at least forty-eight (48) hours in advance and shall be requested during normal working hours, which are 7:00 a.m. to 3:30 p.m., Monday through Friday, exclusive of holidays. Tenant shall provide safe means of access to all areas of the installation within an arm's reach. Tenant shall also be responsible for providing any safety equipment necessary to gain access to the installation areas. Landlord may, in its sole discretion, draw on the cash escrow deposited by Tenant to pay for the costs outlined above, or may send an invoice to Tenant requesting payment of the same. Any such invoice for amounts not covered by the cash escrow shall be paid by Tenant within thirty (30) days from the date such invoice is sent to the Tenant, together with reasonable supporting documentation evidencing such amounts.

- i. Tenant's Operation and On-Going Maintenance. Landlord will maintain and repair Landlord's Property and access thereto, the Structure, and all areas of the Leased Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Tenant shall have the right, at its sole expense, to operate and maintain the Antenna Facilities on the Leased Premises, as depicted on **Exhibit C**, in accordance with good engineering practices with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to the Construction plans approved by Landlord pursuant to Paragraph 6(d) hereof, which approval shall not be unreasonably withheld or delayed. Any damage done by Tenant, its employees or agents to the Leased Premises or other Landlord Property, including the Structure, during installation or during operations, shall be repaired by Tenant at Tenant's expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise expressly provided in this Lease. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Antenna Facilities from time to time in Tenant's sole discretion and without Landlord's consent, upon thirty (30) days prior written notice to Landlord.
- j. No Interference. Tenant shall, at its own expense, maintain any of its equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner so as avoid conflicting with the use of the surrounding Landlord's Property by Landlord. Tenant shall not unreasonably interfere with the operations of another tenant with equipment on the Structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.
- k. Access. Tenant, at all times during this Lease, shall have exclusive access to its Antenna Facilities located on the Leased Premises in order to install, operate, repair, and maintain its Antenna Facilities. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord approval thereof shall not be unreasonably withheld, conditioned or delayed. Access to Antenna Facilities on the

Structure shall be with prior notice, Tenant's employee's identification, and in the presence of a Landlord's representative designated by Landlord. Both the Landlord and the Tenant shall maintain a written record of all site visits, including the name of all personnel who access the Leased Premises. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, which are 7:00 a.m. to 3:30 p.m. Monday through Friday, exclusive of holidays, Landlord may charge Tenant for whatever reasonable expense, including employees' wages and overtime, Landlord may incur in providing such access to Tenant. Landlord may, in its sole discretion, draw on the cash escrow deposited by Tenant to pay for the costs outlined above, or may send an invoice to Tenant requesting payment of the same. Any such invoice for amounts not covered by the cash escrow shall be paid by Tenant within thirty (30) days from the date such invoice is sent to the Tenant, together with reasonable supporting documentation evidencing such amounts.

1. Payment of Utilities. Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.
7. Emergency Facilities. In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to ensure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from the Landlord, which approval will not be unreasonably withheld, conditioned or delayed.
8. Landlord's Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense. Upon notice from Landlord together with an invoice and reasonable supporting documentation evidencing expenses, Tenant shall promptly pay to Landlord expenses incurred in maintaining the Leased Premises directly caused by Tenant's occupancy of the Leased Premises.
9. Additional Buildings. Tenant acknowledges that Landlord may permit additional buildings to be constructed on Landlord's Property. At such time as this may occur, Landlord will permit said buildings to be placed immediately adjacent to Tenant's Equipment Shelter and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said attachments will be made at no cost to Landlord or Tenant, will not compromise the structural integrity of Tenant's Equipment Shelter, and will not unreasonably interfere with the operation and maintenance of Tenant's Antenna Facilities.
10. Relocating During Reconditioning, Painting and Repairs. In the event that Landlord elects to recondition, paint or otherwise undertake maintenance of the Structure, Landlord's Property or the Leased Premises requiring the temporary relocation or removal of the



Antenna Facilities, Tenant shall remove its Antenna Facilities at Tenant's cost, to allow such maintenance, repair, repainting, restoration or other activity as required by Landlord. Except in the case of an emergency, Landlord shall give Tenant one hundred eighty (180) days' notice prior to initiating such maintenance. In case of emergency, Landlord may require Tenant to immediately power down and remove Tenant's Antenna Facilities upon telephonic notice. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to Landlord's Property or the Structure. In the event the use of Tenant's Antenna Facilities is interrupted, Tenant shall have the right to maintain any type of temporary facility necessary on Landlord's Property to keep its Antenna Facilities operational. Tenants with equipment on the Structure will have priority based on the date of their leases (with the existing leases having highest priority) if space is limited. If Landlord's Property will not accommodate mobile equipment, it is Tenant's responsibility to locate auxiliary sites at its sole cost and expense. After receiving notice, Tenant must relocate or remove the Antenna Facilities at its sole cost and expense. If Tenant fails to remove Antenna Facilities within the time frame stated in the notice, Landlord may remove Antenna Facilities and store the Antenna Facilities accordingly. Tenant shall be required to reimburse Landlord for any reasonable expenses incurred by Landlord for removing and storing Antenna Facilities. Landlord shall provide an itemized statement of costs incurred by Landlord. Tenant shall be responsible for reinstalling its Antenna Facilities following completion of the work at Tenant's sole expense. Landlord may, in its sole discretion, draw on the cash escrow deposited by Tenant to pay for the costs outlined above, or may send an invoice to Tenant requesting payment of the same. Any such invoice for amounts not covered by the cash escrow shall be paid by Tenant within thirty (30) days from the date such invoice is sent to the Tenant, together with reasonable supporting documentation evidencing such amounts.

#### **11. Defense and Indemnification.**

- a. General. Landlord represents and warrants that (i) Landlord's Property, as of the Execution Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) Landlord's Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on Landlord's Property. Landlord and Tenant each agree to indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (i) the breach of the Lease by the indemnifying party; and (ii) the use and/or occupancy of the Landlord's Property, except for any claims, actions, damage, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party. This provision shall survive the termination of this Lease.

Notwithstanding any language to the contrary found within this Lease, nothing contained herein shall be deemed a waiver by the Landlord of any governmental immunity defenses, statutory or otherwise. Further, any and all tort claims brought by the Tenant or its successors or assigns shall be subject to any governmental immunity defenses of the Landlord and the maximum tort liability limits provided by Minnesota Statutes, Chapter 466.

- b. Hazardous Materials. Without limiting the scope of subparagraph 11(a) above, Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Paragraph 11a. Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of Landlord's Property with hazardous substances prior to the effective date of this Lease or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto Landlord's Property by Tenant. For the purposes of this Lease "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or material as defined in any federal, state or local environmental or safety laws or regulation including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- c. Tenant's Warranty. Tenant represents and warrants that the use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials in violation of applicable laws, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Material in violation of applicable laws on the Leased Premises; Tenant shall provide initial and annual updates of Safety Data Sheets (SDS) on all Hazardous Materials that are part of, or necessary to, the operation of the Antenna Facilities and maintenance thereof. Tenant warrants that no hazardous material supplies used in routine maintenance and or repair will be stored on the Leased Premises. Landlord acknowledges that Tenant maintains lead-based back-up batteries at the Leased Premises for the operation of the Antenna Facilities. The obligations of this Paragraph 11(c) shall survive the expiration or other termination of this Lease.
- d. In the event Tenant becomes aware of any hazardous materials on Landlord's Property, or any environmental, health or safety condition or matter relating to Landlord's

Property, that, in Tenant's sole determination, renders the condition of the Leased Premises or Landlord's Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

12. **Insurance.**

- a. **Workers' Compensation.** Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than five hundred thousand dollars (\$500,000.00) each accident, five hundred thousand dollars (\$500,000.00) by disease, policy limit, and not less than five hundred thousand dollars (\$500,000.00) by disease, each employee.
- b. **General Liability.** Tenant must maintain Commercial General Liability (CGL) Insurance with respect to its activities on Landlord's Property. Such insurance to afford protection in the minimum amount of amount of two million dollars (\$2,000,000) per occurrence and ten million dollars (\$10,000,000) general aggregate and two hundred fifty thousand dollars (\$250,000) damage to rented premises, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. These limits may be satisfied by the CGL Insurance or in combination with an Umbrella or Excess Liability Policy, provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying CGL Insurance.
- c. **Automobile Liability.** The Tenant must carry Commercial Automobile Liability Insurance that affords protection of not less than one million dollars (\$1,000,000.00) combined single limit. The liability limits may be satisfied under the Commercial Automobile Liability Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial Automobile Liability Coverage. Coverage shall be provided for third party bodily injury and property damage arising out of the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles. Unless required by State law, the Commercial Automobile Policy shall not include personal injury protection, uninsured motorists and under-insured motorist coverages.
- d. **Adjustment of Insurance Coverage Limits.** Notwithstanding the foregoing insurance requirements of Tenant, Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Initial Term and Renewal Terms.
- e. **Additional Insured - Certificate of Insurance.** Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company eligible to do business in the State of Minnesota, which includes all coverages required in this Paragraph 12. Tenant's CGL insurance shall contain a provision including Landlord as an Additional Insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law; and (iii) shall not exceed Tenant's indemnification obligation under this Lease, if any.

13. **Damage or Destruction.** Any damage by Tenant done to the Leased Premises or Landlord's Property including the Structure during installation or during operations shall be repaired at Tenant's expense within thirty (30) days after notification of damage and to Landlord's reasonable satisfaction. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Landlord.

14. **Default and Right to Cure.** The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) failure to reimburse Landlord for expenses as required in this Lease within thirty (30) days after notice thereof by Landlord, together with reasonable supporting documentation evidencing such expenses, or (iii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist with respect to any non-monetary default if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

The following will be deemed a default by Landlord and a breach of this Lease: (i) Landlord's failure to provide access to the Leased Premises as required by this Lease within forty-eight (48) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by this Lease within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity, including the right to terminate the Agreement.



## 15. Lease Termination.

- a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon thirty (30) days written notice to the other party, provided in accordance with Paragraph 25 of this Lease, as follows:
- i. By either party upon a default of any covenant or term hereof by the other party, which default is not cured with the cure period set forth in Section 14 above following receipt of written notice of default to the other party (without, however, limiting any other rights of the Parties pursuant to any other provision hereof); or
  - ii. By Tenant for cause if it is unable to obtain or maintain any Governmental Approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business; or
  - iii. By Tenant for cause if the Leased Premises are or become unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons including without limitation shadowing or interference under Tenant's Antenna Facilities; or
  - iv. By Landlord if Landlord determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source or factors relating to condition of the Leased Premises; or
  - v. By Landlord if its Council decides, for any reason, to redevelop the Landlord's Property in a manner inconsistent with continued use of the Leased Premises by Tenant and/or chooses to discontinue use of the Landlord's Property for Antenna Facilities use; or
  - vi. By Landlord if it determines that a potential user with a higher priority under Paragraph 6(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process; or
  - vii. By Landlord if it determines that Tenant has failed to comply with any Laws, or any conditions attached to government approvals granted thereunder after a thirty (30) day cure period.
  - viii. By Landlord for any reason at all upon three (3) years written notice provided such notice is given following commencement of the Renewal Term.

- ix. By Tenant without cause upon thirty (30) days written notice.
- b. Notice of Termination. In accordance with Paragraph 25, the parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. Except as set forth herein, all Rent paid under this Lease prior to said termination date shall be retained by Landlord.
- c. Tenant's Liability for Early Termination. If Tenant terminates this Lease other than for cause, then upon expiration of this Lease, or pursuant to any other right of termination under this Lease, in addition to Rent paid under this Lease, Tenant shall also pay to Landlord as liquidated damages for early termination, the equivalent of nine (9) months' Rent at the current rental rate.
- d. Site Restoration. In the event that this Lease is terminated or not renewed, within one hundred twenty (120) days following the termination, Tenant shall remove its Antenna Facilities and related equipment from the Leased Premises, repair Landlord's Property, and restore the surface of the Structure to a condition acceptable by the City in its sole discretion. Should this situation occur during the winter season, the restoration shall commence at the start of weather permissible to allow restoration. Such time period shall be agreeable to Landlord and Tenant. In the event that Tenant's Antenna Facilities and related equipment are not removed within one hundred twenty (120) days following the termination date of, they shall be deemed abandoned and become the property of the Landlord, and Tenant shall have no further rights thereto. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, the Landlord shall have the option to take the following actions:
- i. Fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and draw upon the cash escrow or performance bond to pay for the same, and to bill the Tenant for the cost of such actions not covered by the performance bond and/or cash escrow. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to Tenant and any known mortgagee of Tenant at the addresses provided, informing them that Antenna Facilities have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days, and will then be disposed of in Landlord's discretion; or
  - ii. Take full ownership of the Antenna Facilities at the expense and benefit of Landlord.

This provision shall survive the termination of this Lease. Landlord may, in its sole discretion, draw on the cash escrow or any performance bond deposited by Tenant to pay for the costs outlined above, or may send an invoice to Tenant requesting payment of the same. Any such invoice for amounts not covered by the cash escrow and/or performance bond



shall be paid by Tenant within thirty (30) days from the date such invoice is sent to the Tenant.

16. **Limitation of Landlord's Liability.** If Landlord terminates this Lease other than for cause or as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant, or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of the replacement of this site in Tenant's network including, without limitation, equipment removal, relocation or repair, and all cost associated with the identification of a new site for Tenant's replacement communications facility, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities, but not including any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.
17. **Temporary Interruptions of Service.** If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such order. Service shall be discontinued only for the period that the immediate threat exists. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities except as may be caused by the negligence or willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period great than three (3) days, either consecutively or cumulatively, Tenant shall have the right to install a temporary transmission and reception facility on Landlord's Property as approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, or to terminate this Lease within its sole discretion for cause and without payment of liquidated damages. Further, Tenant shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the date of service discontinuance.
18. **Tenant Interference.**
  - a. **With Structure.** In the performance of its approved use of the Antenna Facilities, Tenant shall at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner so as to avoid conflicting with the use of the surrounding premises by Landlord. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions that unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without payment of liquidated damages.

- b. With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth under Paragraph 6(a) above or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated with forty-eight (48) hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated with thirty (30) days after Tenant receives Landlord's written notice, either party may at its option terminate this Lease immediately.
  - c. Interference Study for New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease any portion of Landlord's Property for the purposes of installing and operating antenna and related communications equipment, Tenant shall provide to Landlord within sixty (60) days the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the potential new tenant to pay for such interference studies.
  - d. No Interference by New Occupants. Landlord agrees that it will not grant a future lease for the Structure or Landlord's Property to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of Landlord's Property will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent occupants of Landlord's Property of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operation of the Antenna Facilities caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant or exercise any other rights and remedies available to Tenant at law or in equity, at Tenant's expense.
19. Noise. All Antenna Facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air-conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by the Landlord when deemed necessary. Testing and maintenance activities of Antenna Facilities which generate audible noise shall occur between the hours of seven a.m. (7:00 a.m.) and seven p.m. (7:00 p.m.), Monday through Saturday, non-holiday, excluding emergency repairs, unless allowed at other times by the Landlord. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise restricted by the Landlord.

20. **Installation of a Generator.** Tenant shall not install or place any generator on Landlord's Property without Landlord's prior written approval. Notwithstanding the foregoing, Tenant shall be permitted to place an emergency generator within its Leased Premises for a period up to seven (7) days in the event of a power failure to the Antenna Facilities. In the event that Landlord grants approval for the placement of a generator on Landlord's Property, or Tenant is permitted to place a generator within its Leased Premises due to an emergency power failure, Tenant agrees to maintain or repair any such generator within its Leased Premises, as located on **Exhibit B**. Tenant further agrees that Landlord may limit the noise level at Landlord's Property which may prohibit the use of the generator and that the installation of any generator must fall within the noise level limits set by Landlord. In the event that Tenant exceeds the noise level set forth by Landlord, Tenant shall take all such steps requested by Landlord to reduce the sound levels to the level approved by Landlord, including, but not limited to, installing additional mufflers, or any other requirements that may be requested by Landlord, including but not limited to ceasing all operations of the generator. All sound reduction measures requested by Landlord shall be performed at Tenant's sole cost and expense. If Tenant fails to immediately comply with Landlord's proposed sound reduction measures, Tenant shall be deemed in default hereunder. Tenant shall further repair any and all damage caused by the use of the generator upon Landlord's Property.
21. **Assignment.** This Lease, or rights there under, may not be sold, assigned, or transferred at any time by Tenant without the prior written consent of the Landlord, whose consent shall not be unreasonably withheld. Landlord hereby consents to the assignment by Tenant: (i) of this Lease to any entity controlling, controlled by or under common control with Tenant and, (ii) of its rights under this Lease as collateral to any entity that provides financing for the purchase of equipment used by Tenant in connection with the provision of wireless telecommunication services. Landlord may freely assign this Lease in full without Tenant's consent; provided, however, any such sale, assignment or transfer will be subject to this Lease. If Landlord assigns this Lease, Landlord shall provide Tenant with notice of the assignment and the identity of the Assignee (the "Assignee"), and Tenant agrees to accept said Assignee, attorn to said Assignee and release Landlord of its obligations under this Lease and accept Assignee as Landlord under this Lease.
22. **Condemnation.** In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of a taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities and leasehold improvements.

23. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute shall be submitted first and promptly to mediation. Each party shall bear its own cost of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in Dakota County District Court.
24. **Enforcement and Attorneys' Fees.** In the event that either party to this Lease shall bring a claim in Dakota County District Court to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.
25. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier services, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord:

City of Inver Grove Heights  
City Administrator  
8150 Barbara Avenue  
Inver Grove Heights, MN 55025

With a copy to:

LeVander, Gillen & Miller, P.A.  
Attn: Inver Grove Heights City Attorney  
633 South Concord St., Suite 400  
South St. Paul, MN 55075

If to Tenant:

Sprint Property Services  
Sprint Site ID: MS03XC303  
6391 Sprint Parkway  
Mailstop KSOPHT0101-Z2650  
Overland Park, Kansas 66251-2650

With a copy to:

Sprint Law Department  
Sprint Site ID: MS03XC303  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020  
Attn.: Real Estate Attorney

26. **Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the respective Parties.



27. **Binding Effect.** This Lease shall run with Landlord's Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
28. **Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiation, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties hereto. The Exhibits hereto are incorporated into this Lease by reference.
29. **Governing Law.** This lease shall be construed in accordance with the laws of the State of Minnesota.
30. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
31. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of Lease in substantially the same form as found in the attached **Exhibit E**.
32. **Counterparts.** This Lease may be signed in counterpart by the parties hereto, each of which shall be deemed an original, but all of which, when taken together, shall constitute a single instrument.
33. **Cooperation.** The parties hereby agree to cooperate with each other and their authorized representatives regarding any reasonable request made subsequent to execution of this Lease, to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Lease. The parties further agree that "to cooperate" as used in this Lease includes but is not limited to, the agreement by the parties to execute or re-execute any documents that either party reasonably deems necessary and desirable to carry out the intent to this Lease.

**(The remainder of this page was intentionally left blank.)**

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the date and year written below effective as of the Effective Date.

**LANDLORD**

**CITY OF INVER GROVE HEIGHTS**

CITY OF INVER GROVE HEIGHTS

By: \_\_\_\_\_  
George Tourville  
Its Mayor

By: \_\_\_\_\_  
Michelle Tesser  
Its Clerk

STATE OF MINNESOTA            )  
                                                  )  
COUNTY OF DAKOTA        )       ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENTS CONTINUE ON THE FOLLOWING PAGE.



**TENANT**

**Sprint Spectrum L.P.**

By: \_\_\_\_\_  
Name: Silvia Lin  
Title: Manager, Real Estate  
Date: \_\_\_\_\_

STATE OF KANSAS            )  
                                      ) SS.  
COUNTY OF JOHNSON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Silvia Lin, Manager, Real Estate, on behalf of Sprint Spectrum, L.P., a Delaware limited liability company.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

### **LIST OF EXHIBITS**

|              |                                          |
|--------------|------------------------------------------|
| Exhibit "A": | Legal Description of Landlord's Property |
| Exhibit "B": | Leased Premises                          |
| Exhibit "C": | Antenna Facilities                       |
| Exhibit "D": | Rent Schedule                            |
| Exhibit "E": | Memorandum of Lease                      |

**Exhibit A**  
**Legal Description of Landlord's Property**

Real property in Dakota County, Minnesota, legally described as follows:

That part of Tract A described below:

Tract A. The West 150 feet of that part of the Northeast Quarter of the Northeast Quarter of Section 32, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Northerly of the Northerly right of way line of Trunk Highway No. 62 (fka Trunk Highway No. 110) as located and established prior to the filing of Minnesota Department of Transportation Right of Way Plat No. 19-68 in the office of the County Recorder in and for said County; which lies Southerly of a line run parallel with and distant 50 feet Southerly of the North line of said Section 32 and Northerly of Line 1 described below:

Line 1. From the Northeast corner of said Section 32, run Westerly on the North line thereof on an azimuth of 269 degrees 16 minutes 58 seconds (azimuth oriented to Minnesota State Plane Coordinate System, South Zone) for 1314.37 feet to Right of Way Corner B606 as shown on said Plat No. 19-68; thence on an azimuth of 179 degrees 20 minutes 14 seconds along the West line of the Northeast Quarter of the Northeast Quarter of said Section 32, for 250 feet to Right of Way boundary Corner B812 on said Plat No. 19-68, which is the point of beginning of Line 1 to be described; thence on an azimuth of 98 degrees 34 minutes 02 seconds along the boundary of said plat for 200 feet and there terminating, Dakota County, Minnesota.

Property Identification Number: 20-03210-02-010

**Exhibit B**  
**Leases Premises**

To the Site Lease dated \_\_\_\_\_, 201\_\_\_\_, by and between the City of Inver Grove Heights, Minnesota, a Minnesota municipal corporation, as Landlord, and Sprint Spectrum, L.P., a Delaware limited partnership, as Tenant.

The Leased Premises is legally described as follows:

**Leased Premises Legal Description:**

The West 20.00 feet of the East 32.00 feet of the South 15.00 feet of the North 45.50 feet of the following described property:

Tract A. The west 150 feet of that part of the Northeast Quarter of the Northeast Quarter of Section 32, Township 28 North, Range 22 West, Dakota County, Minnesota, lying northerly of the northerly right of way line of Trunk Highway No. 62 (fka Trunk Highway No. 110) as located and established prior to the filing of Minnesota Department of Transportation Right of Way Plat No. 19-68 in the office of the County Recorder in and for said County; which lies southerly of a line run parallel with and distant 50 feet southerly of the north line said Section 32 and northerly of Line 1 described below:

Line 1. From the northeast corner of said Section 32, run westerly on the north line thereof on an azimuth of 269 degrees 18 minutes 58 seconds (azimuth oriented to Minnesota State Plane Coordinate System, South Zone) for 1314.37 feet to Right of Way Boundary Corner B606 as shown on said Plat No. 19-68; thence on an azimuth of 179 degrees 20 minutes 14 seconds along the west line of the Northeast Quarter of the Northeast Quarter of said Section 32, for 250 feet to Right of Way Boundary Corner B812 on said Plat No. 19-68, which is the point of beginning of Line 1 to be described; thence on an azimuth of 98 degrees 34 minutes 02 seconds along the boundary of said plat for 200 feet and there terminating.

**Access Easement Legal Description:**

A 20.00-foot-wide Access Easement over and across the following described property:

Tract A. The west 150 feet of that part of the Northeast Quarter of the Northeast Quarter of Section 32, Township 28 North, Range 22 West, Dakota County, Minnesota, lying northerly of the northerly right of way line of Trunk Highway No. 62 (fka Trunk Highway No. 110) as located and established prior to the filing of Minnesota Department of Transportation Right of Way Plat No. 19-68 in the office of the County Recorder in and for said County; which lies southerly of a line run parallel with and distant 50 feet southerly of the north line said Section 32 and northerly of Line 1 described below:

Line 1. From the northeast corner of said Section 32, run westerly on the north line thereof on an azimuth of 269 degrees 15 minutes 58 seconds (azimuth oriented to Minnesota State Plane Coordinate System, South Zone) for 1314.37 feet to Right of Way Boundary Corner B606 as shown on said Plat No. 19-68; thence on an azimuth of 179 degrees 20 minutes 14 seconds along the west line of the Northeast Quarter of the Northeast Quarter of said Section 32, for 250 feet to Right of Way Boundary Corner B812 on said Plat No. 19-68, which is the point beginning of Line 1 to be described; thence on an azimuth of 98 degrees 34 minutes 02 seconds along the boundary of said plat for 200 feet and there terminating:

The centerline of the 20.00 foot Access Easement is described as follows:

Beginning at a point on the north line of the above described property distant 76.00 feet West of the Northeast corner thereof; thence South 00 degrees 11 minutes 04 seconds East parallel with the east line of the above described property a distance of 45.50 feet; thence easterly along a tangential curve concave to the North having a radius of 18.00 feet, a central angle of 180 degrees 00 minutes 00 seconds and an arc length of 55.38 feet; thence northeasterly along a reverse curve concave to the Southeast having a radius of 8.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and an arc length of 12.57 feet and there terminating.

**Exhibit C**  
**Antenna Facilities**



6580 SPRINT PARKWAY  
OVERLAND PARK, KANSAS 66251



1301 EAST LOCKPORT DRIVE  
MCALISTON, VA 74852



**BLACK & VEATCH**

10950 GRANDVIEW DRIVE  
OVERLAND PARK, KS 66210

|             |        |
|-------------|--------|
| PROJECT NO. | 172852 |
| DRAWN BY:   | JWS    |
| CHECKED BY: | FWH    |

| REV | DATE     | DESCRIPTION             |
|-----|----------|-------------------------|
| 1   | 11/14/12 | ISSUED FOR CONSTRUCTION |
| 2   | 08/28/13 | PERMIT COMMENTS         |
| 3   | 12/28/14 | AS-BUILT                |

**AS-BUILT**

THIS IS A MODIFICATION OF A PREVIOUS EDITION OF A LOCATED PROFESSIONAL DOCUMENT. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

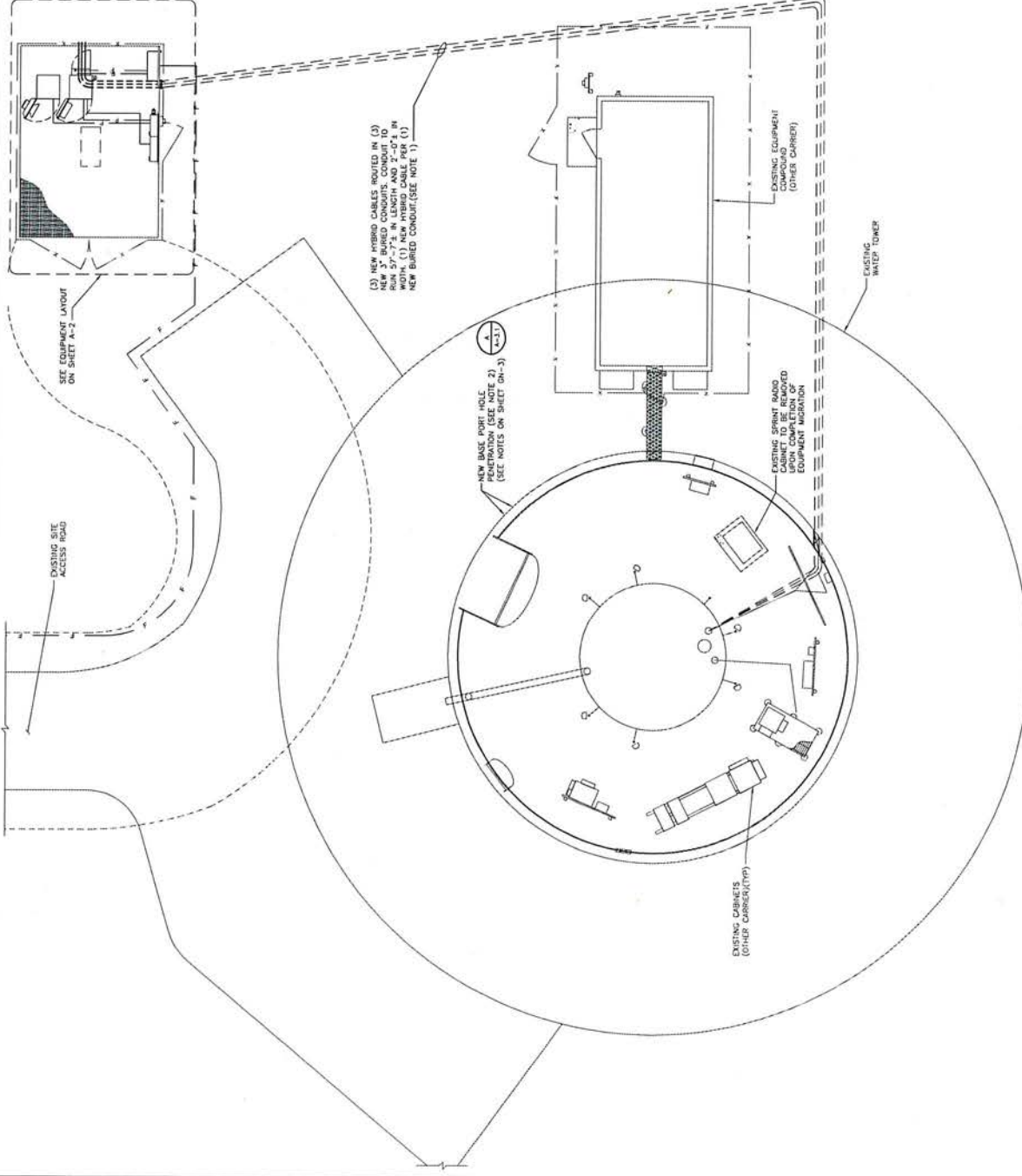
MS03XC303  
INVER GROVE HEIGHTS, MN  
1770 50TH STREET EAST  
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
A-1.1

**NOTES**

- CONTRACTOR SHALL INSTALL THE NEW CONDUIT NEXT TO THE EXISTING CONDUIT. FIELD LOCATE EXISTING CONDUIT.
- CONTRACTOR SHALL INSTALL NEW PORT HOLE PENETRATIONS FIELD LOCATING EXISTING SPRINT PENETRATIONS. FIELD LOCATE EXISTING PENETRATIONS.
- CONTRACTOR SHALL REMOVE THE EXISTING STRUCTURE AT THE PENETRATIONS. ALL STUD WELDS SHALL BE REMOVED.
- CONTRACTOR SHALL COLD WELD THE GROUND WIRE CABLE TO THE EXISTING BASEPLATE. CONTRACTOR SHALL REMOVE EXISTING WELDS AND REPAIR THE BASEPLATE. CONTRACTOR SHALL FIELD LOCATE THE EXISTING HOLE AND BE PLUG WELDED WITH A GROUND FRESH.



ENLARGED SITE PLAN





6540 SPRINT PARKWAY  
OVERLAND PARK, KANSAS 66251



1301 EAST LOCKOUT DRIVE  
RICHARDSON, TX 75082



BLACK & VEATCH

10950 GRANDVIEW DRIVE  
OVERLAND PARK, KS 66210

PROJECT NO: 172862

DRAWN BY: JMS

CHECKED BY: FMH

| REV | DATE     | DESCRIPTION             |
|-----|----------|-------------------------|
| 3   | 11/28/14 | AS-BUILT                |
| 2   | 08/26/13 | PERMIT COMMENTS         |
| 1   | 01/26/13 | ADDITIONAL COMMENTS     |
| 0   | 11/7/12  | ISSUED FOR CONSTRUCTION |

AS-BUILT

IF A SECTION OF THIS DOCUMENT  
UNLESS THEY ARE ACTUALLY THE PORTION  
OF A LOCATED AND IDENTIFIED DOCUMENT, TO  
CLIP THIS DOCUMENT.

MS03XC303  
INVER GROVE HEIGHTS, MN  
1770 50TH STREET EAST  
INVER GROVE HEIGHTS, MN 55077

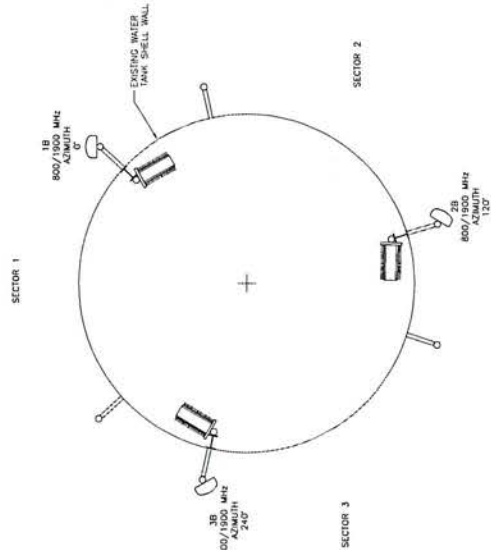
SHEET TITLE  
ANTENNA  
SCHEDULE & LAYOUT

SHEET NUMBER  
A-4

| NEW ANTENNA SCHEDULE |                   |                         |                  |                               |         |               |                   |                 |              |               |
|----------------------|-------------------|-------------------------|------------------|-------------------------------|---------|---------------|-------------------|-----------------|--------------|---------------|
| SECTOR               | ANTENNA<br>NUMBER | ANTENNA<br>MANUFACTURER | ANTENNA MODEL    | NUMBER OF<br>HYBRID CABLES    | AZIMUTH | RAD<br>CENTER | ANTENNA<br>D-TILT | ELECT<br>D-TILT | MECH<br>TILT | EFF<br>D-TILT |
| 1B                   | 800/1900 MHz      | ANDREW                  | SRCHH-1090B      | SAMSUNG HFC<br>1 (PER SECTOR) | 0°      | 116°          | 14.5/16.8         | -9/-4           | 0/0          | -9/-4         |
| 2B                   | 800/1900 MHz      | ANDREW                  | SRCHH-1090B      | SAMSUNG HFC<br>1 (PER SECTOR) | 120°    | 115°          | 14.5/16.8         | -2/-2           | 0/0          | -2/-2         |
| 3B                   | 800/1900 MHz      | ANDREW                  | SRCHH-1090B      | SAMSUNG HFC<br>1 (PER SECTOR) | 240°    | 116°          | 14.5/16.8         | -5/-2           | 0/0          | -5/-2         |
| -                    | GPS               | PCTEL                   | GPS-TMG-HR-26VCM | 1                             | -       | -             | -                 | -               | -            | -             |

| HYBRID CABLE<br>LENGTH | RRU FILTER         | RRU MODEL        | RRU FILTER         | JUMPER<br>SIZE             | JUMPER<br>LENGTH | RET CABLE<br>LENGTH | RET CABLE<br>MANUFACTURER | RET CABLE<br>MODEL NUMBER |
|------------------------|--------------------|------------------|--------------------|----------------------------|------------------|---------------------|---------------------------|---------------------------|
| 300'                   | (1) 800 MHz FILTER | RRH-C2A & RRH-P4 | (1) 800 MHz FILTER | 1/2"                       | 6'               | 9.8'                | COMMSCOPE                 | ATCB-B01-003              |
| 285'                   | (1) 800 MHz FILTER | RRH-C2A & RRH-P4 | (1) 800 MHz FILTER | 1/2"                       | 6'               | 9.8'                | COMMSCOPE                 | ATCB-B01-003              |
| 300'                   | (1) 800 MHz FILTER | RRH-C2A & RRH-P4 | (1) 800 MHz FILTER | 1/2"                       | 6'               | 9.8'                | COMMSCOPE                 | ATCB-B01-003              |
| -                      | -                  | -                | -                  | 1/2"<br>(PCTEL<br>LUR-400) | 10'              | -                   | -                         | -                         |

ANTENNA SCHEDULE



ANTENNA LAYOUT

NO SCALE

A

**Exhibit D**  
**Rent Schedule**

**EXHIBIT D**  
**Rent Schedule**

| Calendar Year | Annual Rent | Monthly Rent |
|---------------|-------------|--------------|
| 2017          | \$36,000.00 | \$3,000.00   |
| 2018          | \$37,800.00 | \$3,150.00   |
| 2019          | \$39,690.00 | \$3,307.50   |
| 2020          | \$41,674.56 | \$3,472.88   |
| 2021          | \$43,758.24 | \$3,646.52   |
| If renewed:   |             |              |
| 2022          | \$45,946.08 | \$3,828.84   |
| 2023          | \$48,243.48 | \$4,020.29   |
| 2024          | \$50,655.60 | \$4,221.30   |
| 2025          | \$53,188.32 | \$4,432.36   |
| 2026          | \$55,847.76 | \$4,653.98   |

Listed rent increases shall occur automatically without notice.

**Exhibit E**

**Memorandum of Lease**

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Resolutions Establishing Utility Rates for 2019**

Meeting Date: November 13, 2018  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: 

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider three separate resolutions establishing water, sanitary sewer and storm water rates for 2019.

**SUMMARY**

The proposed rate increase for water follows the recommendation presented in the May 2016 rate study update that was prepared by Ehlers and Associates. The study recommended that the water rate be increased by 2.0 percent.

The proposed rate increase for sanitary sewer follows the recommendation presented in the May 2016 rate study update that was prepared by Ehlers and Associates. The study recommended that the sanitary sewer rate be increased by 3.5 percent.

I recommend that the storm water utility rates be increased by 5 percent. This rate increase moves toward the goal of having the City's storm water-related costs covered by user fees instead of property taxes.

I recommend passage of the three resolutions establishing utility rates for 2019, with water rates increasing by 2.0 percent, sanitary sewer rates increasing by 3.5 percent, and storm water rates increasing by 5.0 percent.

SDT/kf

Attachment: Resolutions

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2019**

**WHEREAS**, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates, commencing January 1, 2019 for monthly and quarterly billings are established as follows:

Single Family Dwelling

|                                       |                     |
|---------------------------------------|---------------------|
| The first 6,000 gallons or less ..... | \$23.09 per quarter |
| 6,001 – 20,000 gallons.....           | \$2.68 per 1,000    |
| 20,001 – 40,000 gallons.....          | \$3.09 per 1,000    |
| 40,001 and more gallons.....          | \$3.33 per 1,000    |

The minimum charge per quarter shall be \$23.09

Multi-Family/Mobile Homes

|                                 |                       |
|---------------------------------|-----------------------|
| The first 2,000 gallons or less | \$7.70 per unit/month |
| 2,001 – 7,000 gallons           | \$2.68 per 1,000      |
| 7,001 – 13,000 gallons          | \$3.09 per 1,000      |
| 13,001 and more gallons         | \$3.33 per 1,000      |

The minimum charge per unit per month shall be \$7.70

Commercial/Institutional/Industrial

|                                       |                  |
|---------------------------------------|------------------|
| The first 2,000 gallons or less ..... | \$7.70 per month |
| 2,001 – 7,000 gallons.....            | \$2.68 per 1,000 |
| 7,001 – 13,000 gallons.....           | \$3.09 per 1,000 |
| 13,001 and more gallons.....          | \$3.33 per 1,000 |

The minimum charge per month shall be \$7.70

Special Senior Rates

|                                     |                               |
|-------------------------------------|-------------------------------|
| 0 – 6,000 gallons per quarter ..... | \$11.32 per quarter           |
| 6,001 and more gallons.....         | Same as applicable rate above |

Adopted this 13th day of November 2018 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2019**

**WHEREAS**, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates outside the Northwest Area, commencing January 1, 2019, for monthly and quarterly billings are established as follows:

Single Family Dwelling

|                                 |                          |
|---------------------------------|--------------------------|
| The first 6,000 gallons or less | \$35.16 per quarter      |
| All over 6,000 gallons          | \$4.43 per 1,000 gallons |

The minimum charge per quarter shall be \$35.16

Multi-Family/Mobile Homes

|                                 |                            |
|---------------------------------|----------------------------|
| The first 2,000 gallons or less | \$11.70 per unit/per month |
| All over 2,000 gallons          | \$4.43 per 1,000 gallons   |

The minimum charge per unit per month shall be \$11.70

Commercial/Institutional/Industrial

|                                 |                          |
|---------------------------------|--------------------------|
| The first 2,000 gallons or less | \$11.70 per month        |
| All over 2,000 gallons          | \$4.43 per 1,000 gallons |

The minimum charge per month shall be \$11.70

Sewer utility usage rates inside the Northwest Area, commencing January 1, 2019, for monthly and quarterly billings are established as follows:

Single Family Dwelling

|                                 |                          |
|---------------------------------|--------------------------|
| The first 6,000 gallons or less | \$47.16 per quarter      |
| All over 6,000 gallons          | \$6.43 per 1,000 gallons |

The minimum charge per quarter shall be \$47.16

Multi-Family/Mobile Homes

|                                 |                            |
|---------------------------------|----------------------------|
| The first 2,000 gallons or less | \$15.70 per unit/per month |
| All over 2,000 gallons          | \$6.43 per 1,000 gallons   |

The minimum charge per unit per month shall be \$15.70

Commercial/Institutional/Industrial

|                                 |                          |
|---------------------------------|--------------------------|
| The first 2,000 gallons or less | \$15.70 per month        |
| All over 2,000 gallons          | \$6.43 per 1,000 gallons |

The minimum charge per month shall be \$15.70

Adopted this 13th day of November 2018 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

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

**RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2019  
RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

**WHEREAS**, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining and improving the storm water management system; and

**WHEREAS**, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:** Monthly storm water utility rates, commencing January 1, 2019 are established as follows:

| Storm Water Utility Group      |                                     | Per<br>Lot (L) or<br>Acre (A) | Rural<br>(Base Fee) | Urban<br>(Base +<br>Surcharge) | NWA Developed<br>(Base +<br>Surcharge) |
|--------------------------------|-------------------------------------|-------------------------------|---------------------|--------------------------------|----------------------------------------|
|                                |                                     |                               | Monthly             | Monthly                        | Monthly                                |
| Single-Family<br>Residential   | R-1A                                | L                             | \$ 1.40             | \$ 4.08                        | \$ 12.22                               |
|                                | R-1B                                | L                             | 0.90                | 2.61                           | 7.85                                   |
|                                | R-1C                                | L                             | 0.77                | 1.93                           | 5.82                                   |
|                                | Estate (5 ac cap)                   | A                             | 1.01                | 2.91                           | 8.70                                   |
| Multiple Family<br>Residential | R-2 (Duplex/Twinhomes)              | A                             | 2.21                | 6.39                           | 19.19                                  |
|                                | R-3 (6+ units/ac)                   | A                             | 2.61                | 7.57                           | 22.70                                  |
|                                | R-4 (Manufactured Home)             | A                             | 3.01                | 8.73                           | 26.19                                  |
| Other                          | Agricultural/Open Space (10 ac cap) | A                             | 0.61 <sup>(1)</sup> | 1.75                           | 0.61 <sup>(1)</sup>                    |
|                                | Business District                   | A                             | 4.42                | 12.79                          | 38.41                                  |
|                                | General Business                    | A                             | 5.83                | 16.87                          | 50.62                                  |
|                                | Shopping Center                     | A                             | 5.03                | 14.54                          | 43.65                                  |
|                                | Industrial                          | A                             | 4.22                | 12.21                          | 36.67                                  |
| Public/<br>Institutional       | Schools/Churches/Other              | A                             | 2.61                | 7.57                           | 22.70                                  |
|                                | Golf Courses/Cemeteries/Parks       | A                             | 0.61 <sup>(1)</sup> | 1.75                           | 5.24                                   |
|                                | City Facilities                     | A                             | 4.42                | 12.79                          | 38.41                                  |

<sup>(1)</sup>The minimum annual fee per parcel is \$9.14.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 13th day of November 2018 by the City Council of Inver Grove Heights, Minnesota

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Agreement for Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (DCSWCD) and a Resolution regarding Administration of the Wetland Conservation Act and Regulatory Assistance Pertaining to the Wetlands Conservation Act**

Meeting Date: November 13, 2018  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, City Engineer  
 Prepared by: Thomas J. Kaldunski, 651.450.2572  
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

**PURPOSE/ACTION REQUESTED**

Agreement for technical services for conservation projects with Dakota County Soil and Water Conservation District (DCSWCD) and a resolution regarding administration of the Wetland Conservation Act and Regulatory Assistance pertaining to the Wetlands Conservation Act.

**SUMMARY**

The City has participated in many DCSWCD programs over the years. The City and DCSWCD have completed a number of joint activities in recent years.

Since May 2013, the City Council passed several resolutions authorizing an agreement for technical services with the DCSWCD. These services included technical services work to be done by the DCSWCD on the rain gardens, water quality evaluation, wetland conservation, and grant writing.

The DCSWCD has prepared the Joint Powers Agreement for these services to be extended to 2021. This agreement includes services to allow the Planning Division to utilize the DCSWCD for work related to Wetlands Conservation Act of 1991. The Planning Division has been using the DCSWCD for these services. This agreement will now specifically reference the regulatory assistance the DCSWCD will provide associated with the MN Wetland Conservation Act.

The DCSWCD Board has approved execution of the Joint Powers Agreement for Technical Services pending review by the County Attorney's office. The JPA will follow the same format as past JPAs with the following modifications:

1. the term in item 2 will remain in effect until December 31, 2021
2. the scope of services includes the work related to the MN Wetlands Conservation Act
3. the payment for services will be by the Division using these technical services from their current professional services budget

With the resolution regarding administration of the Wetland Conservation Act (WCA), the City continues to accept the administrative responsibility as the LGU under WCA. The DCSWCD does the application procedure including accepting applications and doing the official notifications. This increases customer service as applications are handled more efficiently and the applicants work with the agency that does the field review. A fee for their review is paid for by the applicant. In most cases, the fees charged by DCSWCD are less than the City would charge using consultants for the review. There is no cost to the City for

DCSWCD to do wetland reviews. City staff is still informed of all applications. Applications of wetland replacement plans still require approval by the City Council.

It is recommended that the City Council authorize the Mayor to execute the Joint Powers Agreement with DCSWCD. It is also recommended that the City Council approve the attached resolution regarding administration of the Wetland Conservation Act of 1991.

TJK/kf

Attachments: Resolution regarding administration of the Wetland Conservation Act  
Resolution approving Joint Powers Agreement  
Joint Powers Agreement

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

**RESOLUTION REGARDING THE ADMINISTRATION OF THE WETLAND ACT OF 1991**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local governmental units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Minnesota Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

**WHEREAS**, the BWSR is requesting notification of an LGU's decision adopting or excepting administrative responsibility for another LGU in accordance with Minn. Rules part 8420.0260, item a: which requires each local government unit of the State to acknowledge in writing to the board that it is assuming its responsibilities under the WCA; and

**WHEREAS**, the LGU is responsible for allowing the WCA rules as stated in 8420.0200, Determining Local Government Unit Duties.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT** the City of Inver Grove Heights hereby accepts the administrative responsibility as the LGU for the WCA within our legal boundaries as of November 9, 2015 within the guidelines as set forth by the WCA rules.

**THEREFORE, BE IT FURTHER RESOLVED THAT** Inver Grove Heights hereby acknowledges and delegates decision and administrative authority to Dakota County Soil and Water Conservation District and their technical staff for the following purposes:

- Official listing as LGU contact
- Wetland delineations and wetland determinations
- No loss determinations
- Exemption determinations
- Providing State required annual WCA reports

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of November 2018

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

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

**RESOLUTION APPROVING JOINT POWERS AGREEMENT BETWEEN THE DAKOTA COUNTY SOIL  
AND WATER CONSERVATION DISTRICT (DCSWCD) AND THE CITY OF INVER GROVE HEIGHTS  
FOR TECHNICAL SERVICES FOR CONSERVATION PROJECTS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, since May 2013, City Council passed resolutions authorizing an agreement for technical services with the DCSWCD to include efforts on rain gardens, water quality evaluations, wetland conservation, and grant writing; and

**WHEREAS**, DCSWCD has prepared a Joint Powers Agreement for these services to be extended until December 31, 2021; and

**WHEREAS**, the Joint Powers Agreement also includes services to allow the Planning Division to utilize the DCSWCD for work related to the Wetlands Conservation Act of 1991.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of Inver Grove Heights approve and agree to the Joint Powers Agreement between the Dakota County Soil and Water Conservation District for technical services for conservation projects through December 31, 2021.

Passed by the City Council of Inver Grove Heights this 13<sup>th</sup> day of November 2018

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



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

**THE PARTIES TO THIS AGREEMENT** are the Dakota County Soil and Water Conservation District ("SWCD") and the City of Inver Grove Heights ("City"), both political subdivisions of the State of Minnesota and "governmental units" as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59. (The SWCD and the City are hereinafter referred to collectively as the "Parties").

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

1. **PURPOSE.** The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the City for services to be provided by the SWCD to the City related to the planning, design and installation of conservation practices.
2. **TERM.** This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2021, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **DESCRIPTION OF SERVICES.** The City agrees to purchase the SWCD staff hours to provide technical assistance related to the planning, design and installation of voluntary conservation practices, or regulatory assistance associated with the Minnesota Wetland Conservation Act, on an as-needed and as-available basis, and according to the applicable staff hourly rate set annually by the SWCD Board.  
  
The SWCD reserves the right to refuse requests for technical assistance based on availability of staff time. The SWCD will provide services in a manner consistent with the care and skill normally exercised by members of the SWCD's profession performing the same services under similar conditions. The SWCD will procure, at its expense, all licenses, permits or other rights needed to provide services under this Agreement. The SWCD will inform the City of any changes in licenses or permits within five days of the change.
4. **TIME OF PAYMENT.** The City shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the City shall make payment within 35 days.
5. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
6. **PAYMENT UPON EARLY TERMINATION.** In the event this Agreement is terminated before the completion of services, the City shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Section 3 above based upon actual time spent.
7. **COMPLIANCE WITH LAWS/STANDARDS.** The SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the SWCD is responsible.
8. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the Parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

9. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
10. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
12. COOPERATION AND TIMELINESS. The SWCD and City will cooperate and use reasonable efforts to carry out efficiently the various provisions of this Agreement. The Parties agree to resolve disputes in an equitable and timely manner. Time is of the essence in this Agreement. A party may consider the other party's failure to perform the other party's duties within the timelines under this Agreement as a material breach.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To the SWCD:

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

To the City:

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

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

SWCD Liaison: Curt Coudron  
Telephone: (651) 480-7774  
Email: curt.coudron@co.dakota.mn.us

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

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

16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.

The City may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under Minn. Stat. ch. 13. The SWCD will keep the private and confidential information only for use in performing services under this Agreement. The SWCD will impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

17. OWNERSHIP OF WORK PRODUCT. If the SWCD uses the City's copyrighted material in performing work for this Agreement, the SWCD will protect the City's right, title and interest in the copyrighted material. Before using a third party's copyrighted material, the SWCD will get permission from the third-party. Where applicable, work products created by the SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. The City owns the copyright interests in the work product. The City may use, copy and make derivative works of the same, with no duty for an accounting to the SWCD. The SWCD may use portions or excerpts from the materials prepared under this Agreement.

18. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

19. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

20. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the Parties.
21. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.
22. DISPOSITION OF PROPERTY. Any property purchased with City money to perform services under this Agreement is owned by the City and will be returned by the SWCD to the City at the termination of this Agreement.

23. FINAL AGREEMENT AND SEVERABILITY. This Agreement is the final agreement of the Parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. The terms of this Agreement are severable. A determination that a part of this Agreement is invalid or unenforceable does not affect the validity or enforceability of the remainder of this Agreement, unless the part or parts that are invalid or unenforceable substantially undermine the value of the entire Agreement for either Party.
24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts); 15 (Force Majeure); 16 (Data Privacy); 17 (Ownership of Work Product); 18 (Records Disclosure/Retention); 21 (Minnesota Law to Govern); and 22 (Disposition of Property).

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

**CITY OF INVER GROVE HEIGHTS**

By \_\_\_\_\_  
George Tourville, Mayor  
Date of Signature \_\_\_\_\_

Attest \_\_\_\_\_  
\_\_\_\_\_  
(title)  
Date of Signature \_\_\_\_\_

**DAKOTA COUNTY SOIL AND WATER CONSERVATION  
DISTRICT**

By Laura Zanmiller  
Laura Zanmiller, Chair  
Board of Supervisors  
Date of Signature 11/01/18

Approved as to Form:

/s/Helen R. Brosnahan 10/29/18  
Assistant Dakota County Attorney Date  
KS-18-478



## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Resolution for Dakota County's 2019-2023 Capital Improvement Program and for Dakota County's 2019-2023 Transportation Sales and Use Tax Capital Improvement Program**

Meeting Date: November 13, 2018  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: 

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Resolution for Dakota County's 2019-2023 Capital Improvement Program and for Dakota County's 2019-2023 Transportation Sales and Use Tax Capital Improvement Program.

**SUMMARY**

Annually, Dakota County prepares a five-year Capital Improvement Program (CIP) and a five-year Transportation Sales and Use Tax CIP based upon their needs and requests of the cities being impacted. Staff previously met with Dakota County staff to review the County's draft CIPs. Subsequently, the County revised their CIPs and is requesting the City's consideration and approval.

Dakota County is requesting that cities pass a resolution supporting their five-year CIPs. The proposed Dakota County CIP for transportation includes projects on CSAH 26 (70th Street), CR 28 (80th Street), CSAH 63 (Argenta Trail), a preliminary study for interchange layout options at I-494 and an update of the 2010 Regional Road System Visioning Study.

With the dissolution of the Counties Transit Improvement Board (CTIB) and Dakota County's decision to maintain the current quarter-percent sales tax and \$20 excise tax on new vehicles, a CIP has been prepared for projects that are eligible for the Transportation Sales and Use Tax. This CIP includes "new" County Road 32 (aka 117<sup>th</sup> Street).

The timing of the various project elements shown in the attached resolution aligns with the City's draft 2019-2023 CIP. I recommend approval of the resolution.

SDT/kf

Attachments: Resolution  
 Map

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

**RESOLUTION SUPPORTING DAKOTA COUNTY'S 2019-2023 CAPITAL IMPROVEMENT  
PROGRAM (CIP) AND DAKOTA COUNTY'S 2019-2023 TRANSPORTATION SALES AND  
USE TAX CIP**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2019-2023 Transportation Plan, and

**WHEREAS**, the following transportation projects are important to the City of Inver Grove Heights:

**PROJECT**

CSAH 26 – Roundabout at T.H. 3 and 70<sup>th</sup> Street (CSAH 26)  
CSAH 26 – 70<sup>th</sup> Street expansion to four lanes from Eagan border to T.H. 3  
CSAH 26 – 70<sup>th</sup> Street improvements from T.H. 3 to Babcock Trail (CSAH 73)  
CSAH 28 – 80<sup>th</sup> Street from T.H. 3 to 0.62 miles east  
CSAH 63 – New alignment, north of Amana Trail (CSAH 28)  
CSAH 63 – Interchange Study at I-494  
"New" CR 32 – 117<sup>th</sup> Street from CR 71 to T.H. 52  
Regional Roadway System Visioning Study Update

**WHEREAS**, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies; and

**WHEREAS**, the City of Inver Grove Heights will have approval authority, along with the County Board, via approval of a joint powers agreement with the County for the various project phases (design, right-of-way acquisition and construction).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT:** The following projects be included in Dakota County's 2019-2023 Transportation CIP for construction in the years indicated:

|                                                                                                                                    |                   |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| CSAH 26 – Roundabout at T.H. 3 and 70 <sup>th</sup> Street (CSAH 26)<br>(City Project 2016-08)<br>(Dakota County Project CP 26-47) | 2019 Construction |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------|

|                                                                                                                                                        |                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| CSAH 26 – Expansion of 70 <sup>th</sup> Street to four lanes from Eagan border to T.H. 3<br>(City Project 2015-08)<br>(Dakota County Project CP 26-54) | 2019 Design<br>2019 Right-of-Way<br>2021 Construction |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|

|                                                                                                                |                                        |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------|
| CSAH 28 (80 <sup>th</sup> Street east of T.H. 3)<br>(City Project 2008-05)<br>(Dakota County Project CP 28-48) | 2022 Right-of-Way<br>2023 Construction |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------|

|                                                                                                             |                                              |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| CSAH 63 – New alignment, north of CSAH 28<br>(City Project No. 2018-19)<br>(Dakota County Project CP 63-27) | 2019 Design<br>2019 ROW<br>2021 Construction |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------|



2019 Study

2023 Study

2020 Study

2019 Design  
2020 Right-of-Way  
2021 Construction

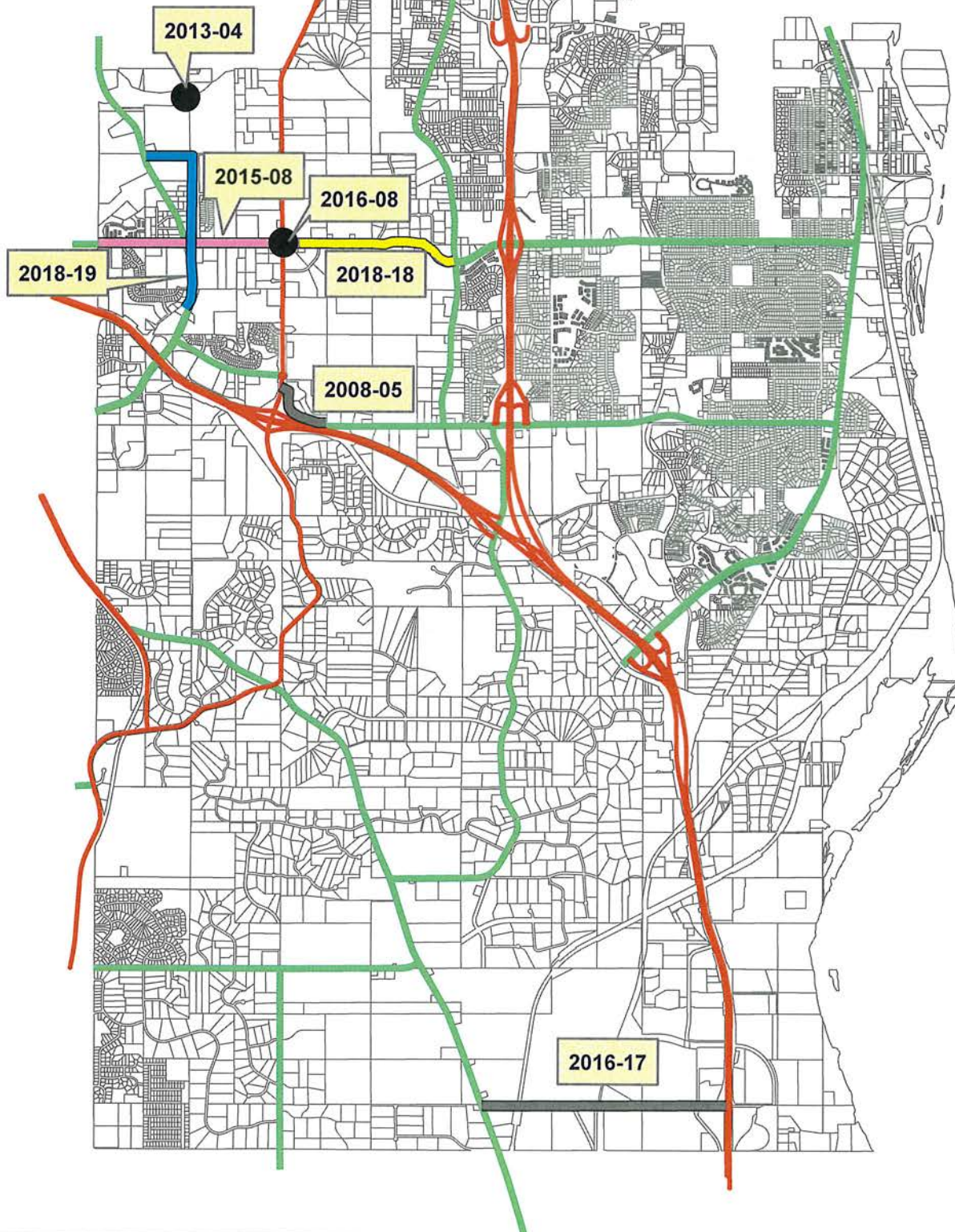
NAYS:

Michelle Tesser, City Clerk



2019 - 2023  
Inver Grove Heights  
Dakota County Transportation

2018-17 - Regional Roadway  
System Visioning Study Update



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into a Master Partnership Contract with MnDOT for MnDOT Authorized Projects in the City**

Meeting Date: November 13, 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



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 a resolution authorizing the City of Inver Grove Heights to enter into a Master Partnership Contract with MnDOT for MnDOT authorized projects in the City.

**SUMMARY**

MnDOT has requested that the City of Inver Grove Heights enter into a Master Partnership Contract for any City project utilizing state funding on local projects. This Master Contract is a framework that allows agencies to exchange payments and services with each other. The contract is used if and when the City requests services or if the City agrees to perform services for MnDOT and these services are paid for by MnDOT.

The City Engineer serves as the local government authorized representative for administering the master contract with MnDOT's District State Aid Engineer. The City projects such as 2017-24 – 65<sup>th</sup> Street Intersection with T.H. 3 and 2015-09D – Broderick Boulevard are samples of projects using these services.

I recommend approval of the resolution authorizing the City to enter into a Master Contract Partnership Contract with MnDOT for MnDOT authorized projects in the City. This agreement will be in effect until June 30, 2022.

TJK/kf

Attachments: MnDOT Letter 5/1/17  
 Resolution  
 Master Partnership Contract



Metro State Aid  
1500 County Road B2, Roseville, MN 55113

651-234-7773  
[sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us)

To: Local Agency

Date: May 1, 2017

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the Local Government heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at the address listed above or as a pdf to [sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us). Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A MASTER PARTNERSHIP CONTRACT WITH MN/DOT FOR MN/DOT AUTHORIZED PROJECTS IN THE CITY**

**WHEREAS**, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

**WHEREAS**, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

**WHEREAS**, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The City of Inver Grove Heights enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. The proper City of Inver Grove Heights officers are authorized to execute such contract, and any amendments thereto.
3. The City Engineer or Public Works Director are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer or Public Works Director may execute such work order contracts on behalf of the City of Inver Grove Heights without further approval by the Inver Grove Heights City Council

Approved by the City Council of Inver Grove Heights this 13<sup>th</sup> day of November 2018

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

**STATE OF MINNESOTA  
AND  
CITY OF INVER GROVE HEIGHTS  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the City of Inver Grove Heights, acting through its City Council in this contract referred to as the "Local Government."

**Recitals**

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Partnership Contract**

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.



- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

**4. Responsibilities of the Providing Party**

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
  - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
  - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
  - 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## **5. Responsibilities of the Requesting Party**



- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

**6. Time**

In the performance of project work under a work order contract, time is of the essence.

**7. Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
  - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
  - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
  - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number ##### and Invoice Number #####  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.



**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
  - 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## **16. Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

**17. Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.



Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

[The balance of this page has intentionally been left blank – signature page follows]

MnDOT Contract Number: \_\_\_\_\_

**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: City Engineer  
Date: November 13, 2018

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Assistant Commissioner or  
Assistant Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

| Source Code | Title                                                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0032        | Business Unit Management                               | All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 0152        | Support Services                                       | Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 0400        | Equipment Calibration-Mat Insp                         | Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 0600        | General Training Attended                              | All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1182        | Soils/Foundation Field/Laboratory Tests                | All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.                                                                                                                                                                                                                                                                                                                       |
| 1312        | Tech Assist-Outside MnDOT                              | Use when providing technical assistance to an organization external to MnDOT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1421        | Bridge Management System Operation/Administration/Data | Use for tasks related to the Bridge Management System, including operations, administration, or data entry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1434        | Structural Metals Inspection-Non DOT                   | Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.                                                                                                                                                                                                                                                                                                                                                                                  |
| 1501        | Traffic Management System (TMS)                        | Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. |
| 1513        | Traffic Management System (TMS) Integration            | For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1520        | Pavement Management System                             | For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1716        | Record Sampling                                        | Used by Materials and Research Section and district materials staff to verify inspector sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1721        | Traffic Sign Work Orders                               | Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

If a source code is not on this list, a work order is needed.

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

| Source Code | Title                                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1732        | Material Testing & Inspection                 | Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.                                                                                                                                                                                                                                                   |
| 1733        | Concrete Plant Inspections                    | Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.                                                                                                                                                                                                                                                                                                                                          |
| 1734        | Construction Materials Inspections            | Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices). |
| 1735        | Bituminous Plant Inspection                   | Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.                                                                                                                                                                                                                                                                                                                                                                                    |
| 1738        | State Project - Specific Materials Inspection | Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).                                                                                                                                                                                                                                 |
| 1800        | Field Inspection                              | Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.                                                                                                                                                                                                                                                                                                                                                              |
| 1870        | Traffic Signal Maintenance                    | This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.                                                                                                                                                                                                                                                                          |
| 1871        | Lighting Maintenance & Utilities              | All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.                                                                 |
| 1875        | Locate One Call                               | Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

If a source code is not on this list, a work order is needed.



**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

| Source Code | Title                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1876        | Traffic Counting                     | Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.                                                                                                                                                                                          |
| 2102        | Patching                             | Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2142        | Overhead Sign Panel Maintenance      | Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.                                                                                                                                                                                                                                                                                                                  |
| 2210        | Guardrail-Install/Repair/Maintenance | Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. Includes related traffic control.                                                                                                                                                                                                                                                                                                                                                                          |
| 2222        | Sign/Delineation/Marker Repair       | Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.                                                                                                                                                                                                                                                                                                       |
| 2316        | Brush & Tree Removal                 | Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.                                                                                                                                                                                                                                                                                                                                                                  |
| 2624        | Indirect Expense                     | Indirect shop expenses and shop equipment. Allocate to mobile equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2629        | Supplies & Small Tools               | Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2819        | Bridge Curb, Walk And Railing        | Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.                                                                                                                                                                                                                                                                                                                                                             |
| 2820        | Bridge Deck                          | Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.                                                                                                                                                                                                                                                                                                            |
| 2822        | Miscellaneous Bridge Maintenance     | This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.                                                                                                                   |
| 2824        | Bridge Inspection-Non-Federal        | All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.                                                                                                                                                                                                                  |
| 2827        | Bridge Expansion, Relief Joints      | All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.                                                                                                                                                                                                                                                                                                                                              |
| 2828        | Bridge Inspection-Federal Fund       | All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824. |

If a source code is not on this list, a work order is needed.

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

| Source Code | Title                                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2829        | Bridge Superstructure                                        | All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.                                                                                                                                                                                         |
| 2830        | Bridge Bearing Assemblies                                    | All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic                                                                                                                                                                                                                                                                                                                                                                             |
| 2834        | Waterway Maintenance                                         | All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.                                                                                                                                                                                                                                                                              |
| 2838        | Bridge Deck Crack Sealing                                    | All tasks related to deck crack sealing. Includes related traffic control.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2863        | Traffic Signal Inspection                                    | Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.                                                                                                                                                                                                                                                                                                          |
| 3000        | Class Of Frequency Coordination                              | Use for frequency coordination done with APCO, AASHTO or FCCA.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3002        | Radio/Electronic Infrastructure                              | Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project |
| 3005        | Radio - Mobile Equipment                                     | Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.                                                                                                                          |
| 3009        | Radio/Electronic System Upgrade & Installation               | Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.                                                                                                                                                                                                                                                                          |
| 3025        | Tower/Building Maintenance                                   | Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.                                                                                                                                                                                                                                                                 |
| 3027        | Radio Programming                                            | Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).                                                                                                                                                                                                                                                                                                            |
| 3049        | On Call Electronic Communications Infrastructure Maintenance | To be used by Statewide Radio Communications personnel to record on-call time.                                                                                                                                                                                                                                                                                                                                                                                                                            |

If a source code is not on this list, a work order is needed.

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Resolution Seeking 2019 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70<sup>th</sup> Street (SAP #178-020-027) and City Project No 2015-03 – 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) (SAP #178-104-007)**

Meeting Date: November 13, 2018  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, City Engineer  
 Prepared by: Thomas J. Kaldunski, 651-450-2572  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider resolution seeking 2019 Municipal State Aid System (MSAS) advancement of funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70<sup>th</sup> Street (SAP #178-020-027) and City Project No 2015-03 – 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) (SAP #178-104-007).

**SUMMARY**

The City has been working with Dakota County and MnDOT to construct a new roundabout at the intersection of T.H. 3 and 70<sup>th</sup> Street. In October 2017, the City requested and received authorization for an MSAS advancement in 2018 for the project. The design was completed and bid in July 2018. Because bids were higher than anticipated, the City, County, and State decided to reject the 2018 bids. The project is currently on track for letting in November 2018, bid receipt in December 2018, and tentative award of contract by Dakota County in January 2019.

In addition, the City has been working on City Project No. 2015-03 – 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) to construct the segment from T.H. 3 to the future Argenta Trail. This project is scheduled for construction in 2019. The City Financial Plan includes the use of MSAS funds estimated at \$2,028,000. The City is on track for completion of the feasibility study and plan preparation for a spring 2019 bid.

The authorized MSAS 2018 Advancement expires on December 31, 2018. The City cannot access these funds until an award of contract occurs. Therefore, the City will need to seek an MSAS advancement in 2019. The City Engineer has been working with MnDOT's District State Aid Engineer on this funding.

The City must request the advancement for 2019. Attached is a "Municipal Request to Reserve Advance Funding" for this project. A resolution to advance funding from MSAS Construction Funds is also attached. The City will be requesting \$3.611M in MSAS funds with this request. The funding will cover a portion of the City's share of the cost for the roundabout project and part of the 65<sup>th</sup> Street construction cost.

Staff recommends that the City Council approve the attached resolution and municipal request to reserve advance funding.

TJK/kf

Attachments: Resolution  
 Municipal Request  
 Map of proposed roundabout at T.H. 3 and 70<sup>th</sup> Street



---

The Municipality of Inver Grove Heights requests that the amount of \$3,611,000 be reserved from the Municipal State Aid Street Construction Fund for the State Aid Project(s) listed below:

|                         |                                                                                           |             |
|-------------------------|-------------------------------------------------------------------------------------------|-------------|
| Project #178-020-027    | T.H. 3 Roundabout at 70 <sup>th</sup> Street (City Project 2016-08)                       | \$1,583,000 |
| Project #178-104-007    | 65 <sup>th</sup> Street from T.H. 3 to future Argenta Trail<br>(City Project No. 2015-03) | \$2,028,000 |
| Total 2019 MSAS Advance |                                                                                           | \$3,611,000 |

**MUNICIPAL APPROVAL**

A Municipal Council Resolution authorizing this advance funding is attached or has been previously submitted.

\_\_\_\_\_  
Thomas J. Kaldunski, Municipal Engineer

\_\_\_\_\_  
Date

**STATE AID APPROVAL**

Construction funds in the amount of \$\_\_\_\_\_ has been approved and reserved from the Municipal State Aid Street Construction Fund.

\_\_\_\_\_  
State Aid Finance

\_\_\_\_\_  
Date



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

**RESOLUTION TO ADVANCE FUNDING FROM THE MUNICIPAL STATE AID STREET  
CONSTRUCTION FUND**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Municipality of Inver Grove Heights is planning to implement Municipal State Aid Street Project(s) in 2019 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

**WHEREAS**, said municipality is prepared to proceed with the construction of said project(s) using an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

**WHEREAS**, the advance is based on the following determination of estimated expenditures:

|                                              |              |
|----------------------------------------------|--------------|
| Account Balance as of November 1, 2018.....  | (\$ 194,811) |
| Estimated 2019 Allocation January 2019 ..... | \$1,250,585  |
| Estimated January 2019 Balance .....         | \$1,055,774  |

| <u>SAP No.</u> | <u>Title</u>                                                                             | <u>SAP Funding Budget</u> |
|----------------|------------------------------------------------------------------------------------------|---------------------------|
| 178-020-027    | T.H. 3 Roundabout at 70 <sup>th</sup> Street (City Project No. 2016-08)                  | \$1,583,000               |
| 178-104-007    | 65 <sup>th</sup> Street -65 <sup>th</sup> Street Construction (City Project No. 2015-03) | \$2,028,000               |
|                | Total Estimated State Aid Disbursement in 2019                                           | \$4,666,774               |
|                | Estimated Advance Amount                                                                 | \$3,611,000               |

**WHEREAS**, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

**WHEREAS**, the Municipality acknowledges advance funds are released on a first-come, first-serve basis and this resolution does not guarantee the availability of funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:** The Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Inver Grove Heights in an amount up to \$3,611,000. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the City Council of Inver Grove Heights this 13th day of November 2018

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

T.H. 3 (3NBEX) STA. 193+50  
END S.P. 1908+74

# DAKOTA COUNTY

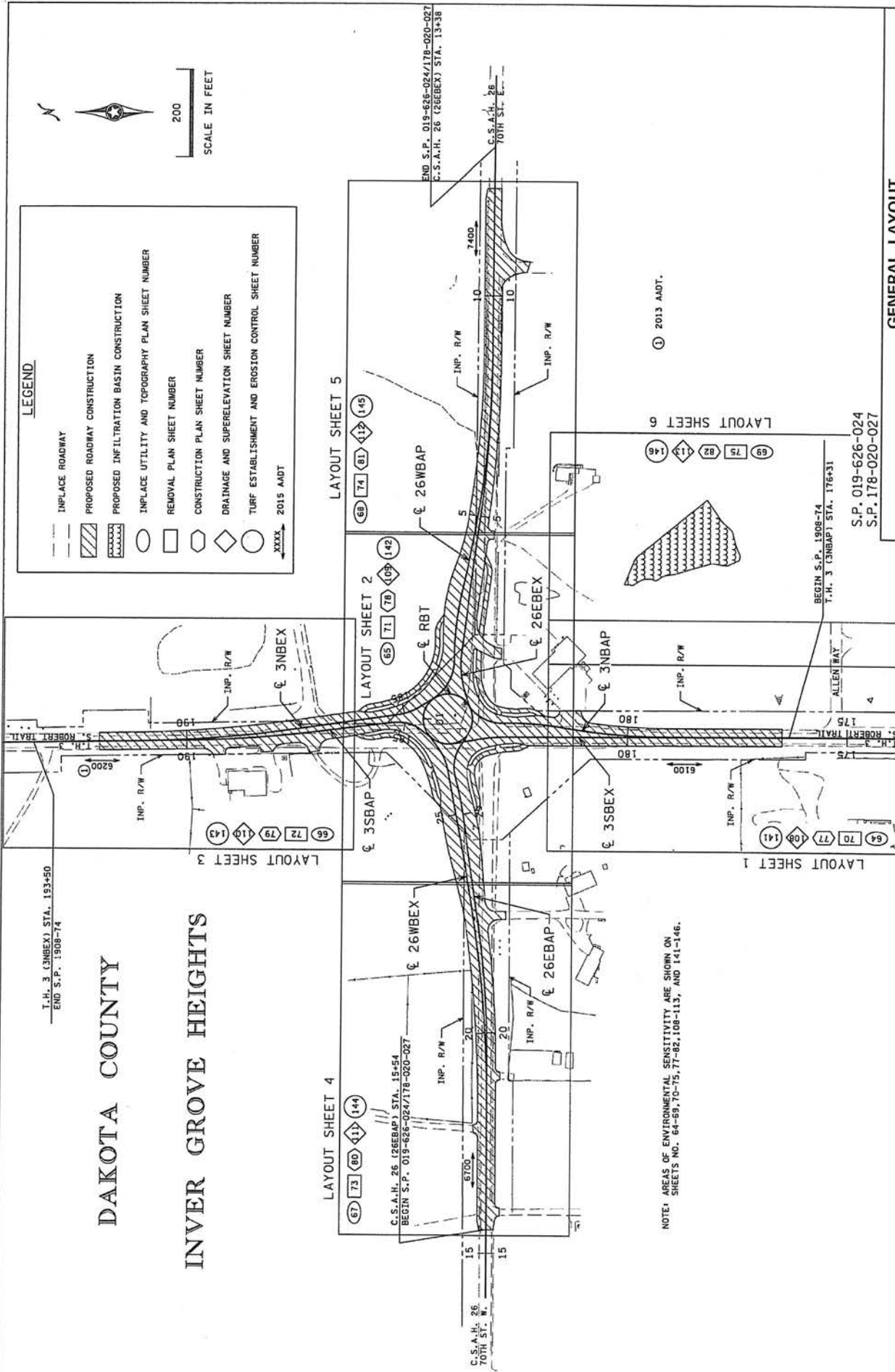
## INVER GROVE HEIGHTS

**LEGEND**

- INPLACE ROADWAY
- PROPOSED ROADWAY CONSTRUCTION
- PROPOSED INFILTRATION BASIN CONSTRUCTION
- INPLACE UTILITY AND TOPOGRAPHY PLAN SHEET NUMBER
- REMOVAL PLAN SHEET NUMBER
- CONSTRUCTION PLAN SHEET NUMBER
- DRAINAGE AND SUPERELEVATION SHEET NUMBER
- TURF ESTABLISHMENT AND EROSION CONTROL SHEET NUMBER
- XXXX 2015 AADT



200  
SCALE IN FEET



① 2013 AADT.

LAYOUT SHEET 6

69 75 82 146

BEGIN S.P. 1908+74  
T.H. 3 (3NBEX) STA. 176+31

S.P. 019-626-024  
S.P. 178-020-027

### GENERAL LAYOUT

STATE PROJ. NO. 1908-74 (T.H. 3) SHEET NO. 2 OF 146 SHEETS

LIC. NO. 23720 DATE 3/8/18

CERTIFIED BY *Walter B. [Signature]*

CHECKED BY: DFC

DRAWN BY: HG

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER RESOLUTION APPROVING THE DAKOTA COUNTY 2019 COMMUNITY FUNDING APPLICATION FOR WASTE ABATEMENT ACTIVITIES**

Meeting Date: November 13, 2018  
 Item Type: Consent  
 Contact: Ally Hillstrom, Environmental Specialist  
 Prepared by: Ally Hillstrom, Environmental Specialist  
 Reviewed by: n/a

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Approve attached Resolution and JPA for the purpose of obtaining funds for projects related to recycling efforts within City limits, at public buildings and public gathering spaces.

**SUMMARY:**

Funding from Dakota County is provided to improve recycling efforts city-wide and to educate residents and businesses on recycling. A study conducted in 2013 showed that 75% of what is going into the landfill could actually be recycled instead. In response to this study, the Minnesota State Legislature has increased recycling requirements, with a goal being set by the State for Dakota County, to reach a 75% recycling target by the year 2030.

Dakota County has once again set aside funding to assist local communities in their efforts to participate and to educate residents. In 2018, the City of Inver Grove Heights received \$61,854 in funding. It is anticipated that the City of Inver Grove Heights will receive \$61,854 in funding again for 2019. Inver Grove Heights 2019 Community Funding application has been approved by Dakota County and is attached for reference.

The grant's funding has increased to assist the City in meeting new requirements such as:

- Implementation of organics recycling collection at City Hall and Public Works Facility.
- Improving recycling collection in facilities and parks.
- Providing an additional paper shredding opportunity for residents.
- Planning and preparing for future city policies pertaining to recycling at events/festivals.
- Educating multiunit property managers and residents on recycling topics.
- Supporting Dakota County's Solid Waste Master Plan through city ordinance changes, waste-abatement activities, and outreach.

The attached Resolution and JPA must be approved by City Council in order for the City of Inver Grove Heights to receive the funding.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE 2019 DAKOTA COUNTY COMMUNITY FUNDING  
APPLICATION TO RECEIVE FUNDING FOR WASTE ABATEMENT ACTIVITIES**

**WHEREAS**, the State of Minnesota has set a goal for Dakota County to recycle or compost 75% of solid waste by the year 2030;

**WHEREAS**, Dakota County provides funding to cities for waste abatement activities to support the State of Minnesota's 2030 recycling goal;

**WHEREAS**, the City of Inver Grove Heights is committed to supporting these waste abatement efforts by: providing educational materials regarding waste abatement and recycling opportunities to residents and business; improving recycling opportunities at city owned facilities and parks, providing recycling opportunities at city organized recycling events, and additional actions identified in the 2019 Dakota County Community Funding Application;

**NOW, THEREFORE, BE IT RESOLVED** the City of Inver Grove Heights adopts a resolution supporting the 2019 Dakota County Community Funding Application.

Adopted by the City Council of Inver Grove Heights this 13th day of November 2018.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA AND  
THE CITY OF INVER GROVE HEIGHTS  
FOR 2019 WASTE ABATEMENT COMMUNITY FUNDING**

This Agreement is between Dakota County (County) and the City of Inver Grove Heights (Municipality).

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

**WHEREAS**, the County and the Municipality are governmental units as that term is defined in Minn. Stat. § 471.59; and

**WHEREAS**, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

**WHEREAS**, counties may require local cities and townships to develop and implement programs, practices, or methods designed to meet waste abatement goals (Minn. Stat. §115A.551); and

**WHEREAS**, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program (Program) that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

**WHEREAS**; the Master Plan governs all solid waste management in the County (Minn. Stat. § 115A.46); and

**WHEREAS**, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Master Plan (Minn. Stat. § 115A.46); and

**WHEREAS**, the Master Plan includes multiple strategies to enhance and leverage resources to help the County meet waste management objectives; and

**WHEREAS**, the Master Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

**WHEREAS**, community funding and waste tire activity amounts are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

**WHEREAS**, by Board Resolution #18-322, the County Board approved 2019 community funding allocations as presented to the Physical Development Committee of the Whole on June 19, 2018, contingent upon the availability of funds and subject to funding levels approved by the County Board as part of the 2019 Department budget; and

**WHEREAS**, the Program responsibilities for the Municipality/Rural Solid Waste Commission (RSWC) include ensuring recycling best practices are followed at public facilities; increasing residential waste, reuse and recycling through materials collection; implementing recycling at large events; providing education and outreach to residents; increasing organics recycling; and supporting County-led efforts for Master Plan implementation; and

**WHEREAS**, the RSWC has an additional responsibility for waste tire activities for residents in rural Dakota County; and

**WHEREAS**, County responsibilities include providing technical assistance, container labels, and waste educational messages and images; maintaining waste management information on the County website; hosting Master Recycler/Composter classes; and providing best practices strategies and resources for waste abatement projects; and

**WHEREAS**, separate Joint Powers Agreements with municipalities, or entities acting on their behalf, identify municipality and County responsibilities and fund allocations.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the County and Municipality shall derive from this Agreement, the County and Municipality hereby enter into this Agreement for the purposes stated herein.

## **SECTION 1 PURPOSE**

The purpose of this Agreement is to provide for cooperation and funding between the County and the Municipality for the implementation and operation of a local comprehensive landfill abatement program by the Municipality in accordance with this Joint Powers Agreement and the 2019 Dakota County Community Funding Application Packet (attached and incorporated herein as Exhibit 1) that is submitted by the Municipality.

## **SECTION 2 PARTIES**

The parties to this Agreement are the County and the Municipality.

## **SECTION 3 TERM**

Notwithstanding the dates of the signatures of the parties, this Agreement shall be in effect January 1, 2019, and shall continue in effect until December 31, 2019, or until termination in accordance with the provisions herein. This Agreement may be amended in accordance with Section 12.

## **SECTION 4 COOPERATION**

The County and the Municipality agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

## **SECTION 5 PROGRAM**

**5.1 PROGRAM PURPOSE.** The Master Plan identifies performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach. The Community Funding Program purpose includes: ensure that residents, businesses and public entities have the opportunity to recycle; and to develop, implement, and maintain projects, programs, practices, and methods to meet waste abatement objectives. The Community Funding Program supports the County's efforts for broad-based education and implementation of local programs and projects for waste reduction, reuse, recycling, household hazardous waste management, and organics diversion.

**5.2 ELIGIBILITY.** Eligible municipalities include all cities in Dakota County and the Rural Solid Waste Commission (RSWC) representing the 13 townships and six small cities in rural Dakota County.

**5.3 ANNUAL APPLICATION, WORK PLAN AND BUDGET.** Annually, Municipality shall submit an Application Packet that includes the annual Work Plan and budget breakdown for each funding activity to the County by the due date specified in writing on forms provided by County staff.

**5.4 IMPLEMENTATION.** The Municipality shall develop, implement, and operate a local comprehensive landfill abatement program that complies with the Master Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and Exhibit 1.



**[For RSWC only 5.41 COMPLIANCE WITH LAWS/STANDARDS.** If a waste tire collection event is conducted, the RSWC shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations, including management of the waste tires collected.]

**5.5 RECYCLING.** Municipality must ensure the opportunity to recycle exists for all municipal employees, residents and businesses, including at Municipality-controlled public areas such as parks, community centers, and city-sponsored events/festivals; must develop and implement programs to increase residential recycling and organics diversion; and must continue planning to implement community-wide organics diversion.

**5.6 PRIORITY ISSUE.** County staff, with input from all eligible municipalities, will develop a Priority Issue strategy to accomplish during the multi-year Master Plan reporting cycle. The 2017-2020 Priority Issue is organics diversion. The 2019 Priority Issue focus is on residential food waste prevention education, implementing organics diversion within municipally-owned/operated buildings, and continued progression for organics best practices and diversion at public facilities and events. The Priority Issue is subject to change pending legislation or County strategic planning.

**5.7 PERFORMANCE.** Municipality shall report its performance on a quarterly basis pursuant to responsibilities set forth in this Agreement and Exhibit 1, using reporting tools provided by County staff and including documentation such as vendor invoices or receipts, expense reports produced using municipal accounting software, or itemized financial statements for the dedicated bank account for all Work Plan expenses covered by Program funding. County staff will notify the Municipality in writing if a Recycling Improvement Plan is needed. Within 30 days of notification, the Municipality shall submit a Recycling Improvement Plan signed by the Municipality's authorized representative. The Recycling Improvement Plan must be negotiated with County staff and specify Municipality activities and a timeframe to achieve compliance.

**5.8 ANNUAL REPORT.** By January 31, 2019, Municipality shall submit its Annual Report for the year 2018, on the form prescribed by County staff. The Annual Report must be signed by the authorized representative for this JPA. **[For RSWC only:** The Annual Report shall include the waste tire management activities and metrics. If a waste tire collection event is conducted, the Annual Report shall identify the location, hauling and disposal costs, and number of tires collected.]

**5.9 AUDIT.** County staff may audit one or more buildings operated by the Municipality through a waste sort or other means of waste assessment. This data will be used by the Municipality and County to determine the success of the waste management program, which will influence the Work Plan.

## **SECTION 6 FUNDING**

**6.1 FUNDING AMOUNT.** Municipalities receive performance-based funding in part from a pass-through grant from the State. Municipal funding amounts are contingent upon available State and County funds, and reflect the funding levels presented to the County Board as part of the annual budget. The 2019 allocated funding for the Municipality, or entity acting on its behalf, shall be in the total amount not to exceed \$61,854.00, as set forth in Exhibit 1.

**[For RSWC only: 6.12 WASTE TIRE MANAGEMENT FUNDING.** County shall pay the RSWC an amount not to exceed \$11,745 for waste tire management in 2019 for rural Dakota County residents.]

**6.2 FUNDING PAYMENT.** Contingent upon approval by County staff of the Municipality's Annual Report for the funding year 2018, the County will pay the Municipality the funding amount set forth in paragraph 6.1 above for 2019. Payment will be made in one installment within 30 days of approval of the Annual Report. Municipalities with a complete Application Packet and an approved Annual Report receive 100% payment of allocated funds for eligible expenses.

**6.3 ELIGIBLE EXPENSES.** Municipality may use allocated funds only on eligible items as identified in Exhibit 1 and includes:

**6.3.1 Administration**

- a) Salary and benefits of personnel, full-time and temporary, and consultant services while working directly on the planning, implementing, promoting, and reporting of eligible activities described in the Work Plan.
- b) Attending Local Solid Waste Staff meetings **[for RSWC only:** and attending Rural Solid Waste Commission meetings].
- c) Memberships and training necessary for eligible activities, not including out-of-state travel or lodging.

**6.3.2 Municipal Facility Recycling**

- a) Containers necessary to implement best practices at Municipality-controlled administrative buildings and public areas, including parks and community centers.
- b) Waste abatement education materials for municipal employees and visitors, such as signs, trainings and mass communication.

**6.3.3 Waste Abatement Activities [for RSWC only: and Waste Tire Management]**

- a) Advertising to promote city-sponsored activities to accept recyclable or reusable materials from residents.
- b) Collection and management of paper from residents to be shredded and recycled.
- c) Collection and management of mattresses, bicycles, and carpet from residents for reuse or recycling.
- d) Collection, containers, equipment, and hauling services necessary to implement traditional recycling at community events/festivals that the Municipality sponsors or helps to coordinate, or that are held on city property.
- e) Stipend for an organization or group to provide event recycling assistance.
- f) Design and implementation of projects and programs to enhance residential, park and public area recycling, including recycling bags for city-supported pickup events and activities.
- g) **[For RSWC only:** Hauling and disposal of waste tires collected at a waste tire collection event for rural Dakota County residents.]

**6.3.4 Residential Outreach and Education**

- a) Production and dissemination of County-approved education information to increase awareness and participation in waste abatement programs, including postage for stand-alone mailings when content cannot be included in mailed communications that are already being sent to residents by the Municipality **[for RSWC only:** including for waste tire management].
- b) Professional educators who assist in the production and dissemination of information described in 6.3.4.(a).
- c) County-approved landfill abatement promotional items up to \$500. Items must create minimal waste and contribute to waste diversion education.

**6.3.5 Priority Issue: Organics Diversion**

- a) Production and dissemination of County-developed and approved education information to increase awareness and participation in residential organics programs, including postage for stand-alone mailings.
- b) Collection, containers, equipment, hauling services, and compostable bags and products necessary to implement organics diversion at community events/festivals that the Municipality sponsors or helps to coordinate, or that are held on Municipality property.
- c) Containers and start-up supply of compostable bags necessary to implement organics diversion at Municipality facilities.

### **6.3.6 Solid Waste Master Plan**

- a) Supporting County-led efforts to implement the Master Plan.
- b) Implementing one or more city priority projects to support Master Plan priorities as identified in the Work Plan.

### **6.3.7 Non-eligible expenses include:**

- a) Expenses related to non-waste abatement waste issues (e.g., energy, water).
- b) Except for 6.3.3d and 6.3.5b, waste collection, transportation or management (i.e., reuse, recycle, resource recovery, land disposal) of waste under the Municipality's control.
- c) Food or refreshments, unless approved by County staff as compliant with Dakota County Policy 2740.
- d) Payment for collection and management of items that are banned from the landfill (e.g. appliances, hazardous waste, electronics). **[For RSWC only:** Except for 6.3.3g, payment for collection and management of items that are banned from the landfill (e.g. appliances, hazardous waste, electronics, yard waste).]

### **6.3.8 Other Expenses**

- a) Other waste abatement expenses may be eligible with prior written approval from the County Liaison.

**6.4 FUNDING PAYMENT AND WORK PLAN ADJUSTMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve modifications to the Funding Amount as requested by the Municipality in the Application Packet, as long as the amount payable under this Agreement does not exceed the amount approved by the Dakota County Board of Commissioners and so long as the proposed modifications are consistent with the Agreement and Exhibit 1. The Municipality must expend the community fund by the end of the calendar year, unless prior written approval is received from the Director. Municipality must return unspent funds (the difference between the amount of funds provided and the amount Municipality reports as expended), must return funds if expenditures or activities are determined by County staff as not consistent with this Agreement and Exhibit 1, and must return funds if County staff determines performance has not been remedied as identified in the Recycling Improvement Plan pursuant to Section 5.7. If the Municipality fails to fulfill its responsibilities, the County may choose to implement activities in the Municipality and may recover costs in accordance with Dakota County Solid Waste Ordinance 110.

The Director shall have the authority to approve modifications to the Work Plan as requested by the Municipality, as long as the Work Plan modifications do not cause the amount payable under this Agreement to exceed the amount approved by the Dakota County Board of Commissioners and are consistent with this Agreement and Exhibit 1. Only Work Plan modifications approved by the Director are an eligible expense.

**6.5 FUNDING PAYMENT DEDICATED ACCOUNT.** Municipality must deposit and manage funds in a dedicated bank account. Program funds are prohibited from being commingled with any other funds or used for non-approved activities.

## **SECTION 7 RESPONSIBILITIES OF THE PARTIES**

### **7.1 THE MUNICIPALITY.** The Municipality shall:

- a. Fulfill responsibilities under this Agreement and as described in Exhibit 1.
- b. Designate a Municipality Liaison responsible for Program planning, implementation, measurement, and reporting.
- c. Ensure Liaison attends at least four out of the six Liaison/County staff meetings each year.
- d. Ensure newly-assigned Liaisons attend the Dakota County Master Recycler/Composter class. If not feasible, coordinate with the County to substitute reading materials and tours in place of the class.
- e. Develop and submit an Annual Application Packet, Quarterly Reports, and Annual Report on forms created by County staff.

- f. Use County-developed resources for required residential waste abatement education; submit waste abatement outreach materials to County staff at least three business days before publication for review; and provide funding source credit on all print materials: "Partially funded by the Minnesota Pollution Control Agency and Dakota County."

**7.2 THE COUNTY.** The County, through its Environmental Resources Department, shall:

- a. Fulfill the following responsibilities under this Agreement:
- b. Administration:
  - i. Manage allocation and recovery of allocated funds.
  - ii. Develop and provide annual templates for the Application Packet and Quarterly/Annual Report for the Municipality.
  - iii. Host six Liaison/County staff meetings each year.
  - iv. Provide technical assistance for the Municipality to apply, plan for, measure, and report on work efforts.
  - v. Monitor and manage performance and compliance with this Agreement and Exhibit 1.
- c. Education and Outreach
  - i. Provide County staff-developed resources, including articles, images, social media posts, and education kits for solid waste and household hazardous waste management.
  - ii. Provide color-coded trash, recycling, and organics labels.
  - iii. Review and approve Municipality waste abatement outreach materials.
  - iv. Develop and maintain solid and household hazardous waste information on the County website.
  - v. Offer at least one Master Recycling Composter session each year.
- d. Projects and Programs
  - i. Develop and provide best practices for solid waste management.
  - ii. Provide effective strategies, resources, and support for Municipality to implement waste abatement programs.
  - iii. As determined by County staff, provide a reasonable supply of reusable and portable receptacles for Municipality to store and use for waste collection at events.
  - iv. Provide low- and no-waste guides and best practices tools for event/festival organizers and vendors.

## **SECTION 8 PROPERTY**

Upon termination of this Agreement, any containers, labels and/or necessary infrastructure purchased by the County and provided to the Municipality shall be the sole property of the Municipality.

## **SECTION 9 INDEMNIFICATION**

**9.1 IN GENERAL.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

**9.2 LIMITATIONS.** The provisions of Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the Municipality.

**9.3 SURVIVORSHIP.** The provisions of this Section shall survive the expiration or termination of this Agreement.

**SECTION 10**  
**AUTHORIZED REPRESENTATIVES AND LIAISONS**

**10.1 AUTHORIZED REPRESENTATIVES:** The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Matt Smith, or successor, County Manager  
County of Dakota  
1590 Highway 55  
Hastings, MN 55033

TO THE MUNICIPALITY

George Tourville, Mayor (or successor)  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination under Section 11 of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

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

County Liaison:

Gena Gerard  
Telephone: (952) 891-7021  
Email: gena.gerard@co.dakota.mn.us

Municipality Liaison:

Name: Allan Hunting  
Telephone: (651) 450-2554  
Email: ahunting@invergroveheights.org

**SECTION 11**  
**TERMINATION**

**11.1 IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

**11.2 TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Municipality by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **SECTION 12 MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of the County and the Municipality.

## **SECTION 13 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

## **SECTION 14 MERGER**

This Agreement is the final expression of the Agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

## **SECTION 15 SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.



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

**COUNTY OF DAKOTA COUNTY**

\_\_\_\_\_  
Matt Smith, County Manager

Date of Signature: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

\_\_\_\_\_  
George Tourville, Mayor

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

/s/Margaret M. Horsch 10/30/18

Assistant County Attorney/Date

KS-18-243-012

County Board Res. No. 18-322

Attest \_\_\_\_\_ (title)

Date of Signature: \_\_\_\_\_



Dakota County, Physical Development Division  
Environmental Resources Department  
Information: Gena Gerard, 952-891-7021  
gena.gerard@co.dakota.mn.us  
JPA processing: Sara Glasby 952-891-7963  
sara.glasby@co.dakota.mn.us

## 2019 Dakota County Community Funding Application Packet

Municipality: City of Inver Grove Heights  
Application and JPA Submittal Date: 9/14/18  
Funding Period: January 1, 2019 - December 31, 2019  
2019 Annual Report Due Date: January 31, 2020

| Municipality Primary Contact        |                                  |                 |                                |
|-------------------------------------|----------------------------------|-----------------|--------------------------------|
| Designated Liaison:                 | Ally Hillstrom                   | Title:          | Environmental Specialist       |
| E-mail:                             | ahillstrom@invergroveheights.org | Phone:          | 651-605-8511                   |
| Mailing Address:                    | 8150 Barbara Ave                 | City/State/Zip: | Inver Grove Heights, MN, 55077 |
| Municipality Secondary Contact      |                                  |                 |                                |
| Designated Back-up:                 | Allan Hunting                    | Title:          | City Planner                   |
| E-mail:                             | ahunting@invergroveheights.org   | Phone:          | 651-450-2554                   |
| Municipality Communications Contact |                                  |                 |                                |
| Name:                               | Michelle Tesser                  | Title:          | City Clerk                     |
| E-mail:                             | mtesser@invergroveheights.org    | Phone:          | 651-450-2513                   |

Submit completed Application by email to gena.gerard@co.dakota.mn.us or by mail to:

Gena Gerard  
Dakota County Physical Development Division  
14955 Galaxie Avenue  
Apple Valley, MN 55124

The following documents and information are required as part of the Joint Powers Agreement for Community Funding:

**1. Copy of the Official Resolution or Minutes of the Proceedings**

Attach an official action from the governing body (e.g., City Council or Commission) submitting the Application Packet, or a certified copy of the official proceedings of the governing body approving the Application Packet.

**2. Work Plan**

Complete and submit the attached *2019 Dakota County Community Funding Work Plan*.

**3. Budget**

Complete the Work Plan budget to itemize the following fund request:

|                                   | Fund Request | County Fund Eligibility |
|-----------------------------------|--------------|-------------------------|
| Work Plan Activities              | \$ 61,854    |                         |
| Waste Tire Activities (RSWC Only) | \$ 0         |                         |
| TOTAL                             | \$ 61,854    |                         |

**4. Compliance with Public Entity Laws**

Check "Yes" or "No" to indicate compliance, and attach requested documentation for the following:

|                                                                                                                                                                                                           | Yes | No* |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| MN Stat. <a href="#">§115A.552</a> (community recycling programs in place)                                                                                                                                | X   |     |
| MN Stat. <a href="#">§115A.552</a> (residents/businesses have the opportunity to recycle)<br>NOTE: Municipal code language must be attached if updated in previous calendar year.                         | X   |     |
| MN Stat. <a href="#">§115A.151</a> (internal recycling programs for facilities under the municipality's control).<br>NOTE: Copy of hauler contract must be attached if updated in previous calendar year. | X   |     |
| MN Stat. <a href="#">§473.848</a> and <a href="#">§115A.471</a> (management of solid waste collected under contract from municipal operations)                                                            | X   |     |
| MN Administrative Rules <a href="#">1303.1500</a> (recycling space requirements in new or remodeled buildings of 1,000 square feet or more).                                                              | X   |     |

\*Identify the timeline and steps being taken to obtain compliance:

**I, the undersigned, certify that this 2019 Community Funding Application was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that a 2019 Annual Report demonstrating compliance with this application will be submitted to Dakota County by January 31, 2020.**

Ally Hillstrom

\_\_\_\_\_  
Name of person completing document

Ally Hillstrom

\_\_\_\_\_  
Signature (electronic signature acceptable)

Environmental Specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 2019 Dakota County Community Funding Work Plan

| Municipality Size | Definition                                                 |
|-------------------|------------------------------------------------------------|
| Small (S)         | Municipalities with fewer than 4,000 households            |
| Medium (M)        | Municipalities with 4,000-10,000 households                |
| <b>Large (L)</b>  | <b>Municipalities with more than 10,000 households</b>     |
| RSWC (R)          | Municipalities comprising the Rural Solid Waste Commission |

Minimum work plan requirements for different sized municipalities are identified within each activity below.

### I. Administration: Meeting Attendance, Training, and Reporting

GOAL: Fulfill responsibilities necessary for effective program administration.

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                  | County Funds Requested | Report Expended (YTD) |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| 1    | <p>Attend at least four of the six Local Solid Waste Staff meetings per year. NOTE: Rural Solid Waste Commission adds Commission Board meetings. (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will attend at least 4 Dakota County LSWS meetings.</p> <p><b>REPORT:</b> [report results, report results – list meetings attended]</p>                                                                         | \$50 - mileage         |                       |
| 2    | <p>Attend waste abatement training such as Dakota County Master Recycler/Composter class and other training to support Work Plan activities (S, M, L).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will attend Association of Recycling Managers meetings in 2019.</p> <p><b>REPORT:</b> [report results – list training attended]</p>                                                                                     | \$50 - mileage         |                       |
| 3    | <p>Submit quarterly updates using reporting tools provided by the County with documentation for Work Plan expenses covered by Program funding within 15 days of the end of the three-month period (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will submit bi-annual progress reports within 15 days of the end of the two-month period.</p> <p><b>REPORT:</b> [report results – enter date(s) submitted]</p> | \$0                    |                       |

## II. Municipal Facility Recycling

### A. Internal Recycling Implementation

GOAL: Demonstrate compliance with [MN Stat §115A.151](#) to ensure recycling programs for facilities under the municipality's control collect at least three recyclable materials and meet best management practices.

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | County Funds Requested                      | Report Expended (YTD) |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
| 1    | <p>Follow up on infrastructure changes by providing targeted education to employees and visitors in municipality-controlled administrative buildings included in the 2017 waste sort (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS staff will continue to provide targeted education to City Hall employees and visitors regarding the following: traditional office recycling, battery recycling, light bulb recycling, evidence and ammunition disposal, and reusable office supply areas.</p> <p><b>REPORT:</b> [report results, describe activities, locations, dates, and estimated number of people served]</p>                                                                                                                                                                                                                                                                            | \$0                                         |                       |
| 2    | <p>Conduct at least one visual waste assessment or a waste sort at the municipal facility studied in 2017 waste sort, to estimate weights and diversion rates after targeted education has concluded (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will complete a visual waste assessment at City Hall.</p> <p><b>REPORT:</b> [report results – attach completed Visual Waste Assessment Form and Measurement Calculations Table with weights and diversion weights, or results of waste sort]</p>                                                                                                                                                                                                                                                                                                                                                                                              | \$0                                         |                       |
| 3    | <p>a. Visually inspect and verify waste management at all municipality-controlled facilities and parks in keeping with Dakota County's Best Management Practices Checklist using the Municipal Recycling Tracking Tool, at least once annually (S, M, L, R) and</p> <p>b. Add containers as needed</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will visually inspect and verify waste management at all municipality-controlled facilities and parks in keeping with Dakota County's Best Management Practices Checklist using the Municipal Recycling Tracking Tool, at least once annually and will add containers as needed.</p> <p><b>REPORT:</b> [report results – (a) walk through once and enter data into the Municipal Recycling Tracking Tool, referring to the Dakota County Universal Best Management Practices Checklist for specific BMPs and (b) describe purchases, locations, purpose ]</p> | \$11,406 - Updated trash and recycling bins |                       |

## B. Internal Waste Reduction and Recycling Education

GOAL: Promote recycling to help reach recycling rate goal of 75% for metropolitan counties ([MN Stat. §115A.551](#)).

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | County Funds Requested | Report Expended (YTD) |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| 1    | <p>Educate all municipal employees about how to reduce waste and recycle when at work, through workshops, email communications, and/or other education methods, using County toolkit (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWs will continue to educate all municipal employees how to reduce waste and recycle when at work, through workshops, email communications, and/or other education methods, using County toolkit.</p> <p><b>REPORT:</b> [report results – describe activities, locations, dates, and estimated number of people served]</p> | \$0                    |                       |

[Additional Notes:]

## III. Waste Abatement Activities

### A. Materials Collection Events and Activities

GOAL: Increase residential waste reuse and recycling through events and activities to collect reusable and/or recyclable materials, in keeping with the statutory 75% recycling goal for metropolitan counties ([MN Stat. §115A.551](#)) and the [waste management hierarchy](#).

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | County Funds Requested        | Report Expended (YTD) |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------|
| 1    | <p>Provide at least two municipality-wide events or opportunities for residential paper to be shredded and recycled as an addition to an existing event or as a stand-alone opportunity (M, L).</p> <p><b>PLAN:</b> Inver Grove Heights will continue to host a paper shredding event at our municipal Clean-Up Day. Inver Grove Heights may partner with Mendota Heights, South St. Paul, and West St. Paul for our second shredding event. In the case that partnering with these cities does not work out, the City of Inver Grove Heights will independently host a second paper shredding event.</p> <p><b>REPORT:</b> [report results – describe activities, locations, dates, estimated number of people served, and weights provided by vendor]</p> | \$2,000 –<br>Two shred events |                       |



|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                          |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--|
| 2 | <p>a. Provide at least one mattress collection event or opportunity to residents for recycling as an addition to an existing event or as a stand-alone opportunity (e.g., cleanup day, roll-off, curbside collection etc.), and</p> <p>b. Ensure that any mattresses, bicycles, and carpet in a municipality-coordinated collection are delivered for reuse or recycling, with preference given to reuse (M, L – Medium cities encouraged to pool funds with adjacent medium cities; small cities optional to add on to medium or large city collection events).</p> <p><b>PLAN:</b> Inver Grove Heights will continue to collect mattresses, bikes, and carpet at our municipal Clean-Up Day, and will continue to ensure these items are getting reused or recycled, with preference placed on reuse.</p> <p><b>REPORT:</b> [report results – describe activities, locations, dates, estimated number of people served, number and type of materials collected (specify reuse or recycled), and weights provided by vendor]</p> | \$1,500 =<br>Clean-up day<br>(mattresses, carpet, bikes) |  |
| 3 | <p>Promote reuse events, resources and/or opportunities currently available to municipal residents, using list created in 2018 (S, M, L).</p> <p><b>PLAN:</b> Inver Grove Heights will promote our list of reuse events, resources and/or opportunities currently available to municipal residents and will publish this on our website.</p> <p><b>REPORT:</b> [report results – describe promotion efforts]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0                                                      |  |
| 4 | <p>Rural Solid Waste Commission only: Conduct waste tire management activities such as a tire collection event for rural Dakota County residents. (R)</p> <p><b>PLAN:</b> N/A</p> <p><b>REPORT:</b> [report results – describe activities, locations, and dates, estimated number of people served, and number and weights provided by vendor]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A                                                      |  |

## B. Community Events and Festival Recycling

GOAL: Ensure that the opportunity to recycle exists for residents and begin efforts to institutionalize recycling at community events and festivals.

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | County Funds Requested                                                                                                                                       | Report Expended (YTD) |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1    | <p>Work with event coordinators to implement recycling collection with best management practices at all events/festivals that the municipality sponsors or helps to coordinate, or that are held on city property, using Dakota County's Recycling Best Management Practices Guide for Public Events (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS staff will implement recycling collection with best management practices at our 2019 Food Truck Days events.</p> <p><b>REPORT:</b> [report results – submit completed Dakota County Universal Best Management Practices Checklist and attach completed Event Summary Form for each event]</p> | <p>\$400 – 5<br/>Trash X-<br/>Frames</p> <p>\$125– 5<br/>Trash<br/>Grabbers</p> <p>\$50 – 5<br/>pairs of<br/>gloves</p> <p>\$50 – 5<br/>safety<br/>vests</p> |                       |
| 2    | <p>Implement at least one additional mechanism to require recycling with best management practices at events/festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement) (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights will update our Rich Valley Athletic Complex Rental Guide to require renters to recycle in the on-site recycling bins.</p> <p><b>REPORT:</b> [report results – identify selected mechanism, describe progress, and attach new or revised mechanism when completed]</p>                                                                                                           | \$0                                                                                                                                                          |                       |
| 3    | <p>Support County efforts to plan and prepare for future city ordinance amendment(s) pertaining to recycling at events/festivals (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights will support County efforts to plan and prepare for future city ordinance amendment(s) pertaining to recycling at events/festivals.</p> <p><b>REPORT:</b> [report results – describe activities]</p>                                                                                                                                                                                                                                                                   | \$0                                                                                                                                                          |                       |

[Additional Notes:]

## IV. Residential Outreach and Education

### A. Website Content and Resident Communications

GOAL: Provide education and outreach to all current and new residents of single family and multiunit dwellings about recycling, and household hazardous waste, and ensure that local waste collection information, recycling information, and waste abatement messaging is consistent throughout the County, in keeping with [MN Stat. §115A.552](#).

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | County Funds Requested | Report Expended (YTD) |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| 1    | <p>a. Verify that solid waste collection requirements within the municipality are available to residents on the municipal website, and</p> <p>b. Verify that direct links to the Dakota County website or the online Green Guide directory are provided for residents to have access to both solid and hazardous waste management information (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will ensure that that solid waste collection requirements within the municipality are available to residents on our website, and that direct links to the Dakota County website are provided for residents to have access to both solid and hazardous waste management information.</p> <p><b>REPORT:</b> [report results – verify and state compliance with (a) and (b)]</p> | \$0                    |                       |
| 2    | <p>Serve as a resource to the general public by fielding and responding to waste abatement-related inquiries. (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will serve as a resource to the general public by fielding and responding to waste abatement-related inquiries.</p> <p><b>REPORT:</b> [report results – estimated number of inquiries (calls or emails) per month]</p>                                                                                                                                                                                                                                                                                                                                                                                        | \$0                    |                       |
| 3    | <p>Provide education to all existing and new residents through the following:</p> <p>a. Insert at least one article about residential recycling from County toolkit into a mailed municipal newsletter (S, M, L, R), and</p> <p>b. Insert at least one article about waste reduction from County toolkit into a mailed municipal newsletter (S, M, L, R), and</p> <p>c. If available, use electronic media (e.g., Facebook, Twitter, E-News) to send timely waste management messages to residents on both topics (M, L).</p>                                                                                                                                                                                                                                                          | \$1,200                |                       |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
|   | <p><b>PLAN:</b> Inver Grove Heights will include all required articles in our bi-monthly Insights newsletter, mailed to all residents. We will also post timely waste management messages on our Twitter account, Facebook account, and website.</p> <p><b>REPORT:</b> [report results – describe activities for (a), (b), and (c), including dates, topics, and number of people served; attach copies of articles]</p>                                                                                                                                                                                                                                                                                                                                                                                                                  |     |  |
| 4 | <p>Provide direct outreach to residents about waste reduction/reuse and recycling through the following using County toolkits (M-1, L-2):</p> <ul style="list-style-type: none"> <li>a. Staff a booth or conduct a presentation at a large community gathering (e.g., school assembly, Pollution Prevention Day, Farmer’s Market), and/or</li> <li>b. Coordinate a large event (e.g., Earth Day or America Recycles Day Celebration)</li> </ul> <p><b>PLAN:</b> Inver Grove Heights LSWS will set up one booth at the Active Aging Fair and a Farmer’s Market event and will staff this with a Master Recycle, City volunteer, or City staff member depending on availability.</p> <p><b>REPORT:</b> [report results – describe activities for (a) and (b) including dates, locations, topics, and estimated number of people served]</p> | \$0 |  |
| 5 | <p>Support County-led efforts to develop a multiunit recycling program (e.g., connect County staff to known property managers or known multi-unit education opportunities) (S, M, L).</p> <p><b>PLAN:</b> Inver Grove Heights will support County-led efforts to develop a multiunit recycling program.</p> <p><b>REPORT:</b> [report results – describe activities]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0 |  |
| 6 | <p>Rural Solid Waste Commission only: Provide education and outreach to rural Dakota County residents about waste tire management activities (R).</p> <p><b>PLAN:</b> N/A</p> <p><b>REPORT:</b> [report results – describe activities, including dates, topics, and estimated number of people served]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A |  |

[Additional Notes:]

## V. Priority Issue: Organics Diversion

### A. Municipality-Wide Organics Diversion

GOAL: Implement and continue planning for community-wide organics diversion, increase awareness of organics recycling for residents, increase the organics recycling rate, and decrease the amount of food thrown away in households, in keeping with the statutory 75% recycling goal for metropolitan counties ([MN Stat. §115A.551](#)) and the [waste management hierarchy](#).

| Task | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | County Funds Requested                                    | Report Expended (YTD) |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------|
| 1    | <p>Provide direct outreach to residents about food waste prevention opportunities through the following using County toolkits (M-1, L-2):</p> <ul style="list-style-type: none"> <li>a. Staff a booth, or conduct a presentation at a large community gathering (e.g., school assembly, Pollution Prevention Day, Farmer's Market), separate from IV.A.4 above, and/or</li> <li>b. Coordinate a large event (e.g., Food Too Good To Waste Challenge)</li> </ul> <p><b>PLAN:</b> Inver Grove Heights LSWs host two food waste prevention booths at our Farmer's Market and will staff this with a Master Recycler, Dakota County staff, or City staff member depending on availability.</p> <p><b>REPORT:</b> [report results – describe activities for (a) and (b) including dates, locations, topics, and estimated number of people served]</p> | \$0                                                       |                       |
| 2    | <p>Coordinate internally to implement organics diversion in the additional municipality-owned/operated building identified by the 2018 Work Plan (M, L).</p> <p><b>PLAN:</b> We will begin to collect organic waste in the Public Works Facility and will purchase bins as needed.</p> <p><b>REPORT:</b> [report results – describe activities and purchases]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>\$2,000 – Organics/Paired Bins</p> <p>\$200 - Bags</p> |                       |
| 3    | <p>Identify at least one additional municipality-owned facility with a large amount of organic waste to be targeted for organics diversion planning and implementation in 2020. (M, L).</p> <p><b>PLAN:</b> Inver Grove Heights LSWs will identify at least one additional municipality-owned facility with a large amount of organic waste to be targeted for organics diversion planning and implementation in 2020 if we determine another City owned facility is generating a large amount of organic waste.</p> <p><b>REPORT:</b> [report results – describe progress; identify facility]</p>                                                                                                                                                                                                                                                | \$0                                                       |                       |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|
| 4 | <p>Work with event coordinators to implement organics collection with best management practices, as feasible, at events/festivals that the municipality sponsors or helps to coordinate, or that are held on city property, using Dakota County's Recycling Best Management Practices Guide for Public Events (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS staff will implement organics collection with best management practices at our 2019 Food Truck Days events.</p> <p><b>REPORT:</b> [report results – submit completed Dakota County Universal Best Management Practices Checklist and attach completed Event Summary Form for each event]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$250 – Organics Hauling at City Events |  |
| 5 | <p>Collaborate with Dakota County to provide food waste prevention resources to residents through the following:</p> <ul style="list-style-type: none"> <li>a. Insert at least one article about food waste prevention into a mailed municipal newsletter to residents (S, M, L, R), and</li> <li>b. Provide direct links from the municipality website to the Dakota County website for food waste prevention (S, M, L, R), and</li> <li>c. If available, use electronic media (e.g., Facebook, Twitter, E-News) to send timely food waste prevention messages to residents (M, L).</li> </ul> <p><b>PLAN:</b> Inver Grove Heights will insert at least one article about food waste prevention into our residential newsletter, provide direct links from the municipality website to the Dakota County website for food waste prevention, and will post timely food waste prevention messages on our Facebook account, Twitter account, and website.</p> <p><b>REPORT:</b> [report results – describe activities for (a), (b), and (c), including dates, topics, and estimated number of people served; attach copies of articles]</p> | \$1,200                                 |  |

**[Additional Notes:]**



## VI. Solid Waste Master Plan Support and Implementation

### A. Master Plan/Policy Plan Activities

GOAL: Effective planning and implementation for municipality alignment with Dakota County Solid Waste Master Plan goals and strategies.

| Task     | Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | County Funds Requested | Report Expended (YTD) |          |              |        |            |          |            |                                                                                        |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|----------|--------------|--------|------------|----------|------------|----------------------------------------------------------------------------------------|--|
| 1        | <p>Identify municipal involvement and impacts created by County-led efforts to amend County ordinances identified by the new Master Plan. Amendments being considered include: weekly recycling collection, recycling at events/festivals, multi-unit recycling, or increased volume-based pricing. (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will identify municipal involvement and impacts created by County-led efforts to amend County ordinances identified by the new Master Plan, such as recycling at events/festivals.</p> <p><b>REPORT:</b> [report results – describe activities]</p>                                   | \$0                    |                       |          |              |        |            |          |            |                                                                                        |  |
| 2        | <p>Engage city staff and stakeholders to support other County-led efforts for Master Plan implementation, for example to identify municipal barriers and opportunities for phased approaches to implement the Master Plan (S, M, L, R).</p> <p><b>PLAN:</b> Inver Grove Heights LSWS will engage city staff and stakeholders to support other County-led efforts for Master Plan implementation.</p> <p><b>REPORT:</b> [report results – describe activities]</p>                                                                                                                                                                                    | \$0                    |                       |          |              |        |            |          |            |                                                                                        |  |
| 3        | <p>Implement at least one city priority project for landfill abatement that promotes Master Plan objectives (S, M, L, R).</p> <p><b>PLAN:</b></p> <p>1) <b>Annual Clean Up Day:</b> At our municipal Annual Clean-Up Day in September 2019, we will continue to collect batteries, light bulbs, electronics, appliances, scrap metal, tires, furniture, and textile. See attached budget.</p> <p><u>2018 Clean Up Day Diversion Rates:</u></p> <table><tr><th>Items</th><th>Amount Recycled</th></tr><tr><td>Bicycles</td><td>1,295 pounds</td></tr><tr><td>Carpet</td><td>710 pounds</td></tr><tr><td>Clothing</td><td>310 pounds</td></tr></table> | Items                  | Amount Recycled       | Bicycles | 1,295 pounds | Carpet | 710 pounds | Clothing | 310 pounds | <p>\$8,385 – Clean Up Day</p> <p>\$2,400 – Water Fountain with water bottle filler</p> |  |
| Items    | Amount Recycled                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                       |          |              |        |            |          |            |                                                                                        |  |
| Bicycles | 1,295 pounds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        |                       |          |              |        |            |          |            |                                                                                        |  |
| Carpet   | 710 pounds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                       |          |              |        |            |          |            |                                                                                        |  |
| Clothing | 310 pounds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                       |          |              |        |            |          |            |                                                                                        |  |

|                |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |               |            |           |             |               |                |              |  |  |
|----------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|------------|-----------|-------------|---------------|----------------|--------------|--|--|
|                |               | <table><tr><td>Furniture</td><td>13,020 pounds</td></tr><tr><td>Mattresses</td><td>119 items</td></tr><tr><td>Scrap Metal</td><td>15,700 pounds</td></tr><tr><td>Shredder Paper</td><td>9,800 pounds</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Furniture | 13,020 pounds | Mattresses | 119 items | Scrap Metal | 15,700 pounds | Shredder Paper | 9,800 pounds |  |  |
| Furniture      | 13,020 pounds |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |               |            |           |             |               |                |              |  |  |
| Mattresses     | 119 items     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |               |            |           |             |               |                |              |  |  |
| Scrap Metal    | 15,700 pounds |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |               |            |           |             |               |                |              |  |  |
| Shredder Paper | 9,800 pounds  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |               |            |           |             |               |                |              |  |  |
|                |               | <p>2) <b>America Recycles Day:</b> Over the month of November, we will celebrate America Recycles Days by creating an education table and plastic bag collection station. No cost.</p> <p><u>2017 America Recycles Day Diversion Rates:</u><br/>40.5 pounds</p> <p>3) <b>Holiday Lights Recycling:</b> From mid-November through January, will also continue to partner with ProAct to holiday lights. No cost.</p> <p><u>2017 Holiday Lights Recycling Diversion Rates:</u><br/>648 pounds of holiday lights collected by ProAct.</p> <p>4) <b>Reusable Bottle Fillers:</b> Purchase two water fountains (one in Public Works Facility and one in City Hall) with water bottle fillers to reduce plastic water bottle waste and encourage use of reusable bottles, for City Hall and Public Works staff to use daily. See County Funds Requested.</p> <p><u>Example Diversion Potential:</u><br/>10 less water bottles per day for 5 days a week would reduce 2,600 water bottles used per year.</p> |           |               |            |           |             |               |                |              |  |  |
|                |               | <b>REPORT:</b> [report results – describe activities]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |               |            |           |             |               |                |              |  |  |

[Additional Notes:]

## VII. Budget

Complete the budget and expense form below for the Application and Final Report. Municipality contributions are not required but help to further the aims of the program.

| Total # hours estimated for municipality to coordinate this program | Planned full-time equivalent (FTE) for municipality to coordinate this program | Actual full-time equivalent (FTE) for municipality to coordinate this program |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 953                                                                 | 0.46                                                                           |                                                                               |

| Budget Item/Expense                           | County Funds: Requested 2019 | County Funds: Report Expended 2019 (YTD) | Municipality Funds: Contributed/Anticipated 2019 | Municipality Funds: Report Expended 2019 (YTD) | Total Program Expense County + Municipality: Planned 2019 | Total Program Expense: County + Municipality: Report Expended 2019 (YTD) |
|-----------------------------------------------|------------------------------|------------------------------------------|--------------------------------------------------|------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------|
| Salary and Benefits                           | \$30,588                     |                                          |                                                  |                                                |                                                           |                                                                          |
| I. Meeting attendance, training and reporting | \$100                        |                                          |                                                  |                                                |                                                           |                                                                          |
| II. Municipal Facility Recycling              | \$11,406                     |                                          |                                                  |                                                |                                                           |                                                                          |
| III. Waste Abatement Activities               | \$4,125                      |                                          |                                                  |                                                |                                                           |                                                                          |
| IV. Residential Outreach/Education            | \$1,200                      |                                          |                                                  |                                                |                                                           |                                                                          |
| V. Organics Diversion                         | \$3,650                      |                                          |                                                  |                                                |                                                           |                                                                          |
| VI. Master Plan Support and Implementation    | \$10,785                     |                                          |                                                  |                                                |                                                           |                                                                          |
| <b>Total</b>                                  | <b>\$61,854</b>              |                                          |                                                  |                                                |                                                           |                                                                          |

| 2019 Clean Up Day Cost Estimates               |            |
|------------------------------------------------|------------|
| Recycling Vendor                               | Event Cost |
| Junk Genius (Furniture)                        | \$ 4,860   |
| Wearever Recycling (Textiles, Clothing, Shoes) | \$ -       |
| IGH Staff Time                                 | \$ 4,250   |
| Food and Beverage                              | \$ 390     |
|                                                |            |
| = Subtotal IGH, WSP, SFL Expenses              | \$ 9,500   |
| Less WSP and SFL Expenses                      | \$ (456)   |
| Less IGH Revenue for Furniture                 | \$ (660)   |
|                                                |            |
| = Estimated Total IGH Clean Up Day Expenses    | \$ 8,385   |

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**PERSONNEL ACTIONS**

Meeting Date: November 13, 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:**

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

**PURPOSE/ACTION REQUESTED**

Staff requests that Council confirm and approve the personnel actions listed below:

**Part-Time/Temporary/Seasonal Employment:**

**Parks-Recreation-VMCC**

Anderson, Tanner, Shift Lead Lifeguard/Swim Instructor/Lesson Manager  
 Cazares, Ana, Birthday Party Host/Pool Attendant  
 Earnest, Elizabeth, Gym Supervisor  
 Jefferson, Rashad, Recreation Instructor  
 O'Donnell, Laura, Birthday Party Host/Pool Attendant  
 Sanders, Molly, Skating Instructor  
 Slack, Erica, Guest Services Worker/Manager On Duty  
 Tan, Sarah, Skating Instructor

**Voluntary Resignations:**

**Finance**

Holmgren, Barb, On-Call Customer Service Specialist

**Fire**

Colvin, Jason, Firefighter  
 Skoglund, Nelson, Firefighter

**Recreation**

Anderson, Jessica, Recreation Coordinator  
 Petersen, Tracy, Recreation Superintendent

**CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION**

**PUBLIC HEARING AND CONSIDERATION OF SECOND 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**

|               |                                |                                                             |
|---------------|--------------------------------|-------------------------------------------------------------|
| Meeting Date: | November 13, 2018              | Fiscal/FTE Impact:                                          |
| Item Type:    | Public Hearing                 | <input checked="" type="checkbox"/> None                    |
| Contact:      | Kristi Smith, Finance Director | <input type="checkbox"/> Amount included in current budget  |
| Prepared by:  | Kristi Smith, Finance Director | <input type="checkbox"/> Budget amendment requested         |
| Reviewed by:  | Scott Thureen, PW Director     | <input type="checkbox"/> FTE included in current complement |
|               | Allan Hunting, City Planner    | <input type="checkbox"/> New FTE requested – N/A            |
|               | Janice Gundlach, CD Director   | <input type="checkbox"/> Other                              |

**PURPOSE/ACTION REQUESTED** Council is asked to conduct the public hearing and consider the second reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

**SUMMARY** Minnesota State Statutes 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The third and final reading is scheduled for December 10, 2018.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update. Staff also proposes changes to select land use fees and escrows. The proposed changes are reflected in the attached.

At the first reading council asked for fee scenarios within the NWA. Below are two scenarios that were included in Ehlers' 2016 memo.

|                                                   | <u>2016</u>   | <u>2017</u>   | <u>2018</u>   | <u>2019 Proposed</u> |
|---------------------------------------------------|---------------|---------------|---------------|----------------------|
| Residential 3 units per acre                      |               |               |               |                      |
| Water                                             | \$3,868       | \$4,000       | \$4,137       | \$4,283              |
| Sewer                                             | 6,257         | 6,570         | 6,897         | 7,243                |
| Storm Water                                       | <u>3,995</u>  | <u>4,193</u>  | <u>4,403</u>  | <u>4,623</u>         |
|                                                   | \$14,120      | \$14,763      | \$15,437      | \$16,150             |
| Commercial 160 SAC units, 6 Net Developable Acres |               |               |               |                      |
| Water                                             | \$529,164     | \$547,053     | \$565,742     | \$586,031            |
| Sewer                                             | 823,435       | 864,322       | 906,855       | 952,589              |
| Storm Water                                       | <u>78,090</u> | <u>82,020</u> | <u>86,100</u> | <u>90,420</u>        |
|                                                   | \$1,430,689   | \$1,493,395   | \$1,558,698   | \$1,629,040          |

A copy of the first reading is available on the website and has been posted on social media. A copy has also been provided to River Heights Chamber of Commerce and they provided a response which is included.



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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES**

The City Council of Inver Grove Heights does hereby ordain as follows:

**Section 1. Amendment No. 1.** Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

**3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:**

**A. Purpose and Intent.** Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

**B. Definitions.** For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

**Northwest Area** means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

**Net Developable Area** means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

**Gross Acres** means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

**SAC Unit** means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

**C. Connection Fees For Water Utility System For Land Outside of Northwest Area.** The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

**Fees Payable At Time of Plat**

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

|                           |                                                                                                 |
|---------------------------|-------------------------------------------------------------------------------------------------|
| Water Plat Connection Fee | <del>\$1,300</del> <u>1,350</u> multiplied by a density factor of 3.5 multiplied by Gross Acres |
|---------------------------|-------------------------------------------------------------------------------------------------|

**Fees Payable At Time of Building Permit**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| Water Building Permit Connection Unit Fee               | <del>\$870</del> <u>900</u> per SAC Unit |
| Water Treatment Plant Fee                               | <del>\$760</del> <u>790</u> per SAC Unit |
| Water Core Connection Fee (based on water service size) |                                          |
| 1 inch                                                  | <del>\$1,810</del> <u>1,870</u>          |
| 1 ½ inch                                                | <del>\$4,060</del> <u>4,200</u>          |
| 2 inch                                                  | <del>\$7,200</del> <u>7,450</u>          |
| 3 inch                                                  | <del>\$17,060</del> <u>17,660</u>        |
| 4 inch                                                  | <del>\$28,800</del> <u>29,810</u>        |
| 6 inch (or larger)                                      | <del>\$67,510</del> <u>69,870</u>        |

**D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area.** The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

**Fees Payable At Time of Plat**

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

|                                    |                                                                                                 |
|------------------------------------|-------------------------------------------------------------------------------------------------|
| Sanitary Sewer Plat Connection Fee | <del>\$1,300</del> <u>1,350</u> multiplied by a density factor of 3.5 multiplied by Gross Acres |
|------------------------------------|-------------------------------------------------------------------------------------------------|

**Fees Payable At Time of Building Permit**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

|                                                                  |                                                                               |
|------------------------------------------------------------------|-------------------------------------------------------------------------------|
| M.C.E.S. SAC Unit Fee                                            | \$2,485 per SAC Unit                                                          |
| Sanitary Sewer Building Permit Connection Unit Fee               | <del>\$470</del> <u>490</u> per SAC Unit                                      |
| B-Line Special Connection Charge                                 | <del>\$1,220</del> <u>1,260</u> per SAC Unit (applicable only to B-Line Area) |
| Sewer Core Connection Fee (based on building sewer service size) |                                                                               |
| 4 inch                                                           | <del>\$580</del> <u>600</u>                                                   |
| 6 inch                                                           | <del>\$980</del> <u>1,010</u>                                                 |
| 8 inch                                                           | <del>\$1,740</del> <u>1,800</u>                                               |
| 10 inch                                                          | <del>\$2,720</del> <u>2,800</u>                                               |
| 12 inch                                                          | <del>\$3,920</del> <u>4,060</u>                                               |

**E. Connection Fees For Water Utility System For Northwest Area.** The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat (Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

|                                             |                                                                                                                                                                                                                                                                                         |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Water Plat Connection Fee (Northwest Area)  |                                                                                                                                                                                                                                                                                         |
| In the R-1 and R-2 Zoning Districts         | <del>\$1,210</del> <u>1,250</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area                                                                                                                                                                            |
| In the R-3A Zoning District                 | <del>\$1,210</del> <u>1,250</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area                                                                                                                                                                            |
| In the R-3B Zoning District                 | <del>\$1,210</del> <u>1,250</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area                                                                                                                                                                            |
| In the R-3C Zoning District                 | <del>\$1,210</del> <u>1,250</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area                                                                                                                                                                           |
| In the B-1 and Office Park Zoning Districts | The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building |

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                  | <p>area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$1,210</del><u>\$1,250</u>.</p>                                                                                                                                                                                                                                                                                         |
| In the B-2, B-3 and B-4 Zoning Districts                         | <p>The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by <del>\$1,210</del><u>\$1,250</u>.</p> |
| In the I-1 and I-2 and Industrial – Office Park Zoning Districts | <p>The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by <del>\$1,210</del><u>\$1,250</u>.</p> |
| In the P-Institutional Zoning Districts                          | <p>The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$1,210</del><u>\$1,250</u>.</p> |

|                                                                                   |                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts | The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee. |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **Fees Payable At Time of Building Permit (Northwest Area)**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

|                                                                          |                                              |
|--------------------------------------------------------------------------|----------------------------------------------|
| Water Building Permit Connection Unit Fee (Northwest Area)               | <del>\$3,330</del> <u>3,450</u> per SAC Unit |
| Water Treatment Plant Fee (Northwest Area)                               | <del>\$710</del> <u>730</u> per SAC Unit     |
| Water Core Connection Fee (based on water service size) (Northwest Area) |                                              |
| 1 inch                                                                   | <del>\$1,760</del> <u>1,820</u>              |
| 1 ½ inch                                                                 | <del>\$3,950</del> <u>4,090</u>              |
| 2 inch                                                                   | <del>\$7,020</del> <u>7,270</u>              |
| 3 inch                                                                   | <del>\$15,780</del> <u>16,330</u>            |
| 4 inch                                                                   | <del>\$28,080</del> <u>29,060</u>            |
| 6 inch (or larger)                                                       | <del>\$65,820</del> <u>68,120</u>            |

### **F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.**

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

### **Fees Payable At Time of Plat (Northwest Area)**

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

|                                                     |                                                                                                               |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Sanitary Sewer Plat Connection Fee (Northwest Area) |                                                                                                               |
| In the R-1 and R-2 Zoning Districts                 | <del>\$2,020</del> <u>2,120</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area  |
| In the R-3A Zoning District                         | <del>\$2,020</del> <u>2,120</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area  |
| In the R-3B Zoning District                         | <del>\$2,020</del> <u>2,120</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area  |
| In the R-3C Zoning District                         | <del>\$2,020</del> <u>2,120</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area |

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the B-1 and Office Park Zoning Districts                      | The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$2,020</del> <u>\$2,120</u> . |
| In the B-2, B-3 and B-4 Zoning Districts                         | The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by <del>\$2,020</del> <u>\$2,120</u> . |
| In the I-1 and I-2 and Industrial – Office Park Zoning Districts | The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by <del>\$2,020</del> <u>\$2,120</u> . |
| In the P-Institutional Zoning Districts                          | The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).                                                                                                                                                                                                                                                                         |



|                                                                                   |                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                   | The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$2,020</del> <u>\$2,120</u> .                                       |
| In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts | The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee. |

### **Fees Paid At Time of Building Permit (Northwest Area)**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

|                                                                     |                                                |
|---------------------------------------------------------------------|------------------------------------------------|
| M.C.E.S. SAC Unit Fee (Northwest Area)                              | \$2,485 per SAC Unit                           |
| Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area) | <del>\$5,550</del> <u>\$5,830</u> per SAC Unit |
| Sewer Core Connection Fee (based on building sewer service size)    |                                                |
| 4 inch                                                              | <del>\$570</del> <u>\$590</u>                  |
| 6 inch                                                              | <del>\$960</del> <u>\$990</u>                  |
| 8 inch                                                              | <del>\$1,710</del> <u>\$1,770</u>              |
| 10 inch                                                             | <del>\$2,680</del> <u>\$2,770</u>              |
| 12 inch                                                             | <del>\$3,840</del> <u>\$3,970</u>              |

**G. Connection Fees For Storm Water Sewer Utility System For Northwest Area.** The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

### **Fees Payable At Time of Plat (Northwest Area)**

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

|                                                  |                                                                                     |
|--------------------------------------------------|-------------------------------------------------------------------------------------|
| Storm Water Plat Connection Fee (Northwest Area) |                                                                                     |
| In the R-1 and R-2 and R-3A Zoning Districts     | <del>\$13,210</del> <u>\$13,870</u> per acre multiplied by the Net Developable Area |
| In the R-3B and R-3C Zoning Districts            | <del>\$13,520</del> <u>\$13,870</u> per acre multiplied by the Net Developable Area |

|                                                    |                                                                                   |
|----------------------------------------------------|-----------------------------------------------------------------------------------|
| In the B-1 and Office Park Zoning Districts        | <del>\$15,170</del> <u>15,930</u> per acre multiplied by the Net Developable Area |
| In the B-2, B-3 and B-4 Zoning Districts           | <del>\$14,760</del> <u>15,500</u> per acre multiplied by the Net Developable Area |
| In the I-1, I-2 and I-Office Park Zoning Districts | <del>\$14,350</del> <u>15,070</u> per acre multiplied by the Net Developable Area |
| In the P-Institutional Zoning District             | <del>\$13,520</del> <u>14,200</u> per acre multiplied by the Net Developable Area |
| In the Mixed Use - Residential Zoning District     | <del>\$13,520</del> <u>14,200</u> per acre multiplied by the Net Developable Area |
| In the Mixed Use - Commercial Zoning District      | <del>\$14,350</del> <u>15,070</u> per acre multiplied by the Net Developable Area |

**H. Outlots.** With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

**Section 2. Amendment No. 2.** Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

**3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS:** With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$4,540~~4,700 per acre for water trunk line area benefit

~~\$4,540~~4,700 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

**Section 3. Amendment No. 4.** Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

**B. Fee Amounts and Escrow Deposit:** The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

| TYPE OF LAND USE APPROVAL                                            | BASE FEE | GIS FEE | ESCROW                          |
|----------------------------------------------------------------------|----------|---------|---------------------------------|
| Conditional Use Permit, single family residential                    | \$250    |         | \$0                             |
| Conditional Use Permit, Impervious surface single family residential | \$250    |         | \$1,500                         |
| Conditional Use Permit, other                                        | \$500    |         | <del>\$3,000</del> <u>5,000</u> |
| Conditional Use Permit, other – amendment                            | \$150    |         | \$1,000                         |
| Comprehensive Plan Amendment                                         | \$500    | \$50    | \$2,500                         |

|                                            |                                    |            |                          |
|--------------------------------------------|------------------------------------|------------|--------------------------|
| Comprehensive Plan Amendment - minor       | \$200                              |            | \$250                    |
| Zoning Code Amendment                      | \$500                              |            | \$500                    |
| Zoning Code Amendment – minor              | \$100                              |            | \$250                    |
| Rezoning                                   | \$500                              | \$50       | \$500                    |
| Variance - Residential                     | \$200                              |            | \$0                      |
| Variance - Commercial                      | \$200                              |            |                          |
| Planned Unit Development Preliminary       | \$1,000 + plat fees                |            | \$5,000                  |
| Final                                      | \$500                              |            | \$3,000                  |
| Planned Unit Development Amendment         | \$250                              |            | \$1,000                  |
| Determination of Substantially Similar Use | \$200                              |            | \$200                    |
| Major Site Plan Review                     | \$500                              |            | <del>\$3,000</del> 5,000 |
| Preliminary Plat                           | <del>\$250</del> 500/+ \$5 per lot |            | <del>\$3,000</del> 5,000 |
| Final Plat – single family                 | <del>\$350</del> 500               | \$25/lot   | <del>\$3,000</del> 5,000 |
| Final Plat - other                         | \$200                              | \$100/acre | <del>\$3,000</del> 5,000 |
| Waiver of Plat                             | \$300                              | \$25       |                          |
| Administrative Subdivision                 | \$100                              | \$25/lot   |                          |
| Street Easement Vacation                   | \$150                              | \$50       | \$500                    |
| Street Dedication                          | \$150                              | \$50       |                          |
| Wetland Conservation Act Certification     | \$75                               |            |                          |
| Wetland Replacement Plan                   | \$200                              | \$100/acre | \$2,500                  |
| Northwest Area Sketch Plan Review          |                                    |            | \$1,000                  |
| Northwest Area Environmental Studies Fee   | \$80/gross acre                    |            |                          |
| Abstract Fee                               | \$46                               |            |                          |
| Interim Use Permit                         | \$500                              |            | \$1,250                  |
| Non Conforming Use Certificate             | \$500                              |            | \$1,250                  |

(Ord. 1180, 12-10-2007)

**Section 4. Effective Date.** This Ordinance shall be in full force and effect on January 1, ~~2018~~2019 and after its passage and publication according to law.

Passed this ~~11~~10<sup>th</sup> day of December, ~~2017~~2018.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



**Memo To:** Inver Grove Heights City Council  
**From:** River Heights Chamber of Commerce Board of Directors  
**Date:** November 1, 2018  
**RE:** Feedback on Proposed Development Fees

Thank you for the opportunity to review the City's Ordinance to Amend the City Code to adjust the fees and charges associated with development activities. At the River Heights Chamber Board of Directors meeting on Oct. 18, 2018, the Board discussed the First Reading of the City Ordinance as requested by the Inver Grove Heights City Council. The outcome of the discussion included the following thoughts and recommendations to the Inver Grove Heights City Council.

After researching other comparable city and community fee increases, the Board believes the proposed fees from the City seemed to be within an acceptable range and as such does not oppose the proposed fees. The Board also acknowledges that continued increases in annual fees and charges can be a deterrent for future economic development activities.

The River Heights Chamber of Commerce has a vested interest in supporting development activities that will benefit both residents and local businesses alike. We are committed to partnering with the City of Inver Grove Heights and offer the following recommendations:

- Create an ad hoc committee to review the development process, with the dual purposes of simplifying the development application process and ensuring that submittals are complete.
- Communicate and review the development process and requirements to Chamber members and the local business community at large for business start-up, relocation, development or redevelopment.
- The Chamber and Progress Plus can be used as an extension in providing recruitment tools, and provide education and guidance in the process to the interested economic development party(ies). (Process being developed by the City's Community Development Director)

The River Heights Chamber Board of Directors provides a leadership voice within the business community to keep it a thriving place for everyone to live, work and play. We encourage the City of Inver Grove Heights to utilize our membership as a resource to enhance and drive economic development activities and growth in our community. We look forward to working with you!

Respectfully,

A handwritten signature in black ink, appearing to read "Jake Sedlacek".

Jake Sedlacek  
2019 Chairman of the Board of Directors, River Heights Chamber of Commerce  
Manager, Community Relations and Economic Development, Xcel Energy



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**Date:** November 1, 2018  
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Jake Sedlacek  
2019 Chairman of the Board of Directors, River Heights Chamber of Commerce  
Manager, Community Relations and Economic Development, Xcel Energy

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Application for Chicken License – 2004 67<sup>TH</sup> Street East**

Meeting Date: November 13, 2018

Item Type: Regular

Contact: 651-450-2491

Prepared by: Nicole Cook

Reviewed by: Allan Hunting

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:** Consider application for chicken license for property located at 2004 67<sup>th</sup> Street East.

**SUMMARY:**

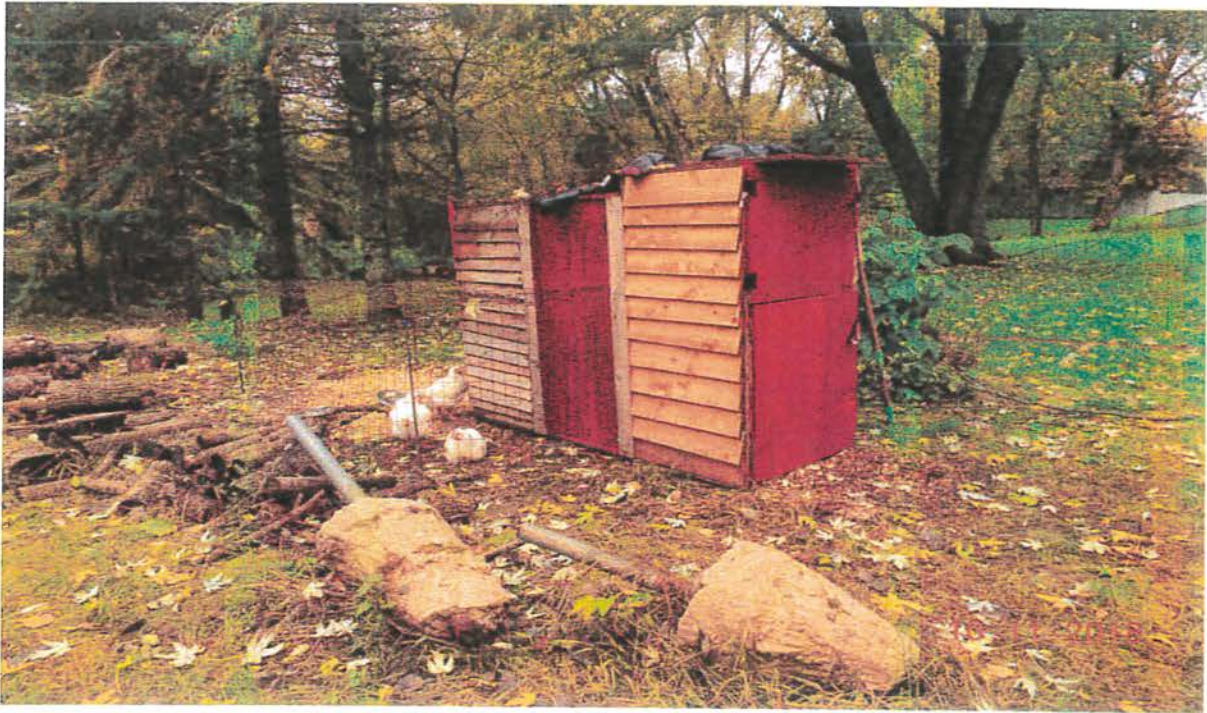
An application was submitted by Michael Porter for a chicken license to keep a total of six (6) chickens on the property. The applicant stated he was not aware he needed a license until he was notified by the City. He has since provided the required information and license fee. On October 15th as per City Code requirements, notice was sent to neighbors directly abutting and contiguous to the subject property. One (1) written objection was received within the ten (10) day response period. The complainant states they are concerned about the construction of the coop and its lack of ventilation and insulation which they believe resulted in the death of one of the chickens. The objection letter is attached for your review.

An inspection was performed. City Code states the coop must be secure and well-ventilated. The coop is secured by a fence. It appears to be ventilated through a large opening in the front where the chickens can come and go between the run and the coop. The applicant states that opening is never shut. There is also an area on the roof that can slide open to allow for additional ventilation when the temperatures are high. The applicant states he will not be keeping chickens in the winter months.

Council is asked to review the application and determine if the license should be approved.



2004 67<sup>th</sup> ST; APPLICANT MICHAEL PORTER





**CITY OF INVER GROVE HEIGHTS  
NOTICE OF PENDING ACTION  
RE: CHICKEN LICENSE APPLICATION**

---

To: Property owners contiguous to and directly abutting the property located at:  
**2004 67<sup>th</sup> Street East**

Response Deadline: **October 26, 2018**

Applicant: Michael Porter

Location: 2004 67<sup>th</sup> St E

**Request(s):**

The applicant is seeking a chicken license to keep six (6) chickens. The chickens are proposed to be kept on the property in accordance with the regulations set forth by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2. An inspection of the property will be conducted by the Code Compliance Specialist to ensure the plans and specifications are in compliance with the regulations set forth in the City Code.

Notice to property owners regarding the above request is required by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2.

The Code Compliance Specialist will consider administrative approval of the above request if no objections are received, in writing, by the close of business on Friday, October 26, 2018.

If a written objection is received by the deadline, the application will be sent to the City Council for a final decision on November 13th at 7:00 pm in the City Council Chambers at City Hall.

---

How to Participate: You may submit a written objection prior to the deadline (Friday, October 26th) to the Rental and Code Compliance Coordinator:

1. By mail: 8150 Barbara Ave., Inver Grove Heights, MN 55077

OR

2. By E-mail to Nicole Cook at [ncook@invergroveheights.org](mailto:ncook@invergroveheights.org)

Questions: Call the Rental and Code Compliance Coordinator at (651) 450-2491

City of Inver Grove Heights  
Mailing date: October 15, 2018

Nicole Cook, Code Compliance Specialist

## Nicole Cook

---

**From:** Boche, Adam <Adam.Boche@chsinc.com>  
**Sent:** Friday, October 19, 2018 2:58 PM  
**To:** Nicole Cook  
**Subject:** 2004 67th St. East chicken license request

Hi Nicole,  
This is my written objection to the chicken license application.

This property owner does not follow any process the city sets forth. He built the coop, if you want to call it that, before getting an approval to move forward. The engineering behind the construction is less than acceptable. To top everything off, of the 6 chickens he currently has, 1 has already died, most likely due to inadequate ventilation and insulation. He claims an animal got in the coop and killed it, however if that was the case, they would have all been killed.

Unfortunately, you will most likely continue to receive notifications from myself and other neighbors because of his inability to listen when the rest of the block is trying to help him.

Thank you,  
-Adam



## CITY OF INVER GROVE HEIGHTS

### CHICKENS

murphy ✓  
Boche ✓  
Jindell / Ohmann ✓  
McCloud ✓  
Vornig ✓

\*This handout is only a guide and not a complete set of requirements\*

Chickens are allowed to be kept in Residential areas after obtaining a license from the City. An application for a license must be made to the City Clerk on a form provided by the City.

#### THE APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

- Name and address of property owner where chickens will be kept
- Number of chickens
- Site plan of property showing proposed location of coop/run
- Drawing or photo of proposed coop/run

The applicant must pay a licensing fee of \$ 25.00.

#### CODE REQUIREMENTS:

- No more than six (6) hen chickens are allowed on a Residential property
- No roosters or adult male chickens are allowed on a Residential property
- Cockfighting is prohibited within the City
- The slaughter of chickens is prohibited on a Residentially used or zoned property
- The owner of the chickens shall live in the home on the property
- Breeding chickens is prohibited
- Chickens shall not be kept inside a home

#### SHELTER AND ENCLOSURE REQUIREMENTS:

- Only one coop/run allowed per lot
- Chicken coops/runs are prohibited in a front and side yard
- Coops/runs should not be placed within any drainage or utility easement
- Coops/runs should be set back at least 10 feet from neighboring properties and at least 25 feet from the principal structure on a neighboring property
- Fencing must be consistent with zoning codes
- No coop/run should be constructed prior to the time of occupancy of the principal structure
- Chickens shall be treated humanely and provided a secure and well-ventilated roofed structure in compliance with zoning codes
- The structure shall be kept clean and sanitary
- Chickens shall be contained within a coop/run at all times
- The coop/run shall be well-drained so there is not an accumulation of moisture
- Chicken feed shall be stored in a leak-proof container with a tight-fitting cover to prevent attracting vermin

A license to keep chickens shall be issued for two years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to (60) days before March 1.



**City of Inver Grove Heights**  
**CHICKEN LICENSE APPLICATION**

**License Period: 3/1/17- 2/28/19**

**Cost = \$25**

**Section 1: Site/Applicant/Property Owner Information**

1. Site Address: 2004 67th STE, Inver Grove Heights, MN 55077

2. Applicant Name: Michael Porter

Applicant Address: 2004 67th STE Inver Grove Heights, MN 55077  
Zip Code

3. Daytime Phone: (507) 208-2610 Evening Phone: (507) 208-2610

4. Applicant E-mail: michael.C.Porter@outlook.com

5. Property Owner Name: Michael Porter

Address: 2004 67th STE Inver Grove Heights, MN 55077  
Street City State Zip Code

Property Owner Signature: [Signature]  
(if different from applicant)

The above referenced property's Homeowner's Association rules, if any, do not prohibit the keeping of chickens on the property (please initial):

           Yes            No   X   Not Applicable



## Section 2: Coop/Run Information

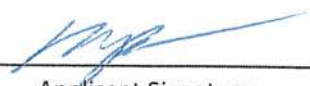
1. Please provide the total number of chickens to be kept: 6
2. Please provide the dimensions of the coop: 36" x 72" x 60"  
W L H
3. Please provide the dimensions of the run: 72" x 120" x 36"  
W L H
4. Describe the exterior materials to be used for the coop and run. Attach a drawing or picture of the coop.  
2x4's, Plywood, Cedar Siding, Hinges, Steel Chicken Wire fencing  
3" Deck Screws, 2" Deck Screws  
Retractable
5. Will a fence be added in addition to the coop and run? Yes X No X  
If yes, please provide a description of the fence including location, size, and materials.  
\_\_\_\_\_  
\_\_\_\_\_
6. Please attach a site plan of the property for depicting the location of the chicken coop and run



## Notice and Applicant Signature

I declare that the information I have provided on this application is truthful, and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Inver Grove Heights to investigate and make whatever inquiries are necessary to verify the information provided.

X

  
Applicant Signature

Date: \_\_\_\_\_

### For Office Use Only:

Application Received: \_\_\_\_\_ By: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

Property Owner Notification Sent: \_\_\_\_\_

#### Deputy Clerk Review:

Review Date: \_\_\_\_\_ Property Owner Notification Sent: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approve: \_\_\_\_\_

Deny: \_\_\_\_\_

#### Code Compliance Specialist Review:

Review Date: \_\_\_\_\_ Staff: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### City Council Review (if required)

Council Action Date: \_\_\_\_\_

Comments/Additional Conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approve: \_\_\_\_\_

Deny: \_\_\_\_\_

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**First Reading of Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs**

Meeting Date: November 13, 2018  
 Item Type: Regular Meeting  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Paul Schnell  
 Tracy Petersen

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve the first reading regarding changes to 5-4-1 – 5-4-14; 7-5-1; 10-2-2; 10-15H-4-8 as outlined below.

**SUMMARY**

The City Council reviewed proposed changes to city code related to dog licensing, dog leashes, and dangerous dogs at your October 1, 2018 Work Study Session. At the meeting staff reviewed a number of issues that need clarification, amendment, addition/deletion as they related to dogs, dog licensing, dog leashes. Highlights of these changes include:

**1. Proposed dog leash ordinance changes**

- Dogs can be off leash on the owners' property, in the owners' vehicle, or at the Heritage Village Dog Park.
- Dogs can be in any city park, trail, or public sidewalk as long as they are on a leash that is 6' long or less at all times
- Dogs are not allowed on athletic fields (i.e. soccer fields/courts) and can't be inside a fenced athletic field
- Owners of dogs in a manufactured home park must keep their dog(s) on a 6' leash at all times the animal is outside

**2. Proposed dangerous dog ordinance changes**

- 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
- Establishment of a moderate hearing fee for appeals of dangerous and potentially dangerous dog designations

**3. Proposed dog licensing ordinance changes**

- Dog license can be purchased on-line or at the Parks and Recreation Office in the Veterans Memorial Community Center Monday – Friday 9:00am – 5:30pm
- 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
- Dogs found to be unlicensed will be charge a double fee

**REDLINE VERSION**

## Chapter 4 ANIMAL CONTROL

### 5-4-1: DEFINITIONS:

### 5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

### 5-4-3: DOG LICENSES:

### 5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

### 5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

### 5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

### 5-4-7: CARE OF ANIMALS:

### 5-4-8: PROHIBITIONS:

### 5-4-9: COMMERCIAL, COMMERCIAL DAYCARE AND NONCOMMERCIAL KENNELS:

### 5-4-10: HORSES IN PUBLIC PARKS AND ROADWAYS:

### 5-4-11: RIGHT OF ENTRY:

### 5-4-12: EXCEPTIONS:

### 5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:

### 5-4-14: PENALTY:

#### 5-4-1: DEFINITIONS:

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota statutes section 347.50 the terms defined in this section have the meanings given them:

ANIMAL: Every nonhuman species of animal, domestic, permitted nondomestic, and inherently dangerous.

ANIMAL CONTROL AUTHORITY: By designation, the animal control authority is the chief the police or their designee.

Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel assisting in the enforcement of this chapter.

ANIMAL CONTROL OFFICERS: Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel retained by the city or assisting in the enforcement of this chapter.

COMMERCIAL DAYCARE KENNEL: Any place where dogs are kept for the primary purpose of commercial pet sitting or "doggie daycare", provided all of the following are met:  
City Code 5-4-9 states, in part:

"...A kennel may not be located within five hundred feet (500') of any residential dwelling other than the owner's dwelling. Kennels must comply with all relevant zoning requirements."

This essentially prohibits kennels from being located in a residential area since the lot sizes don't allow for the setback requirement to be met.

A. No kennels are allowed in a Residential zoning district.

BA. Limited to a maximum of twenty (20) dogs on site at any one time.

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CB. ~~No outdoor runs or kennels allowed. Why?~~

DC. The requirement and location of any outside fenced area, if any, shall be determined by the council.

ED. Dogs shall be on a ~~leash not greater than six feet (6')~~ and handled by an employee ~~or in an approved outside fenced exercise or kennel area~~ at all times when outside the building during the animal's stay.

FE. ~~Unless otherwise authorized by the City Council, a~~ An employee shall remain on site at all times animals are on the premises including overnight.

GF. ~~Dogs shall be kept inside at all times except when exercised by an employee. DA dog kennels shall~~ ~~ould allow for outdoor runs or exercised by an employee s.~~

HG. Designated bathroom area shall be cleaned daily.

COMMERCIAL KENNEL: Kennel means a place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

DANGEROUS DOG: ~~As defined in~~ Minnesota statutes section 347.50.

DOMESTIC ANIMALS: Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

FARM ANIMAL AND PERMITTED NONDOMESTIC ANIMAL: Cows, sheep, pigs, deer and other members of the order Artiodactyla ~~(even-toed ungulates... huh?)~~ except the family Hippopotamidae ~~(mammal with a broad and rounded muzzle... what?)~~; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Scirridae; rabbits and other members of the families Didelphidae and Macropididae; and other animals if the owner can show the animals are not inherently dangerous.

Simplified:

FARM ANIMAL AND PERMITTED NONDOMESTIC ANIMAL: Cows, sheep, pigs, deer, horses, donkeys, chickens, rabbits, goats, and other animals that are proven not to be inherently dangerous.

SUBSTANTIAL BODILY HARM: "Substantial bodily harm" has the meaning given it under section 609.02, subdivision 7a.

GREAT BODILY HARM: "Great bodily harm" has the meaning given it under section Minnesota statutes section 609.02, subdivision 8.

HEARING OFFICER: An impartial ~~pea~~erson who may be either an impartial employee of the city or an impartial person retained and appointed by the city to conduct dangerous dog and potentially dangerous dog hearings.

INHERENTLY DANGEROUS ANIMALS: Animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals.

KEEP: To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.

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KENNEL: A commercial kennel, commercial daycare kennel or noncommercial kennel.

NONCOMMERCIAL KENNEL: Any place where four (4) or more dogs over the age of six (6) months are kept but, but not for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs. This makes it sound like commercial use could still be a secondary use, but it can't be.

Simplified:

NONCOMMERCIAL KENNEL: Any place where four (4) or more dogs over the age of six (6) months are kept for non-commercial use, such as a dog daycare.

OWNER: Any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

PERSON: One or more natural persons, a firm, partnership, corporation, or any other entity.

POTENTIALLY DANGEROUS DOG: As defined in Minnesota sStatutes section 347.50.

PREMISES: A building, structure, shelter, or land where an animal is kept or confined.

PROPER ENCLOSURE FOR DANGEROUS OR POTENTIALLY DANGEROUS DOGS: A secure indoor location or a securely enclosed and locked pen or structure suitable to prevent the potentially dangerous dog or dangerous dog from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the potentially dangerous dog or dangerous dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the potentially dangerous dog or dangerous dog from exiting.

Is this definition specific to dangerous dogs or all animals? If it's all animals, could we say:

PROPER ENCLOSURE: A securely confined indoor location or a securely enclosed and locked pen or structure, suitable to prevent the animal from escaping and providing protection from the elements.

RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE: Any animal that is not under restraint.

SUBSTANTIAL BODILY HARM: Minnesota statutes section 609.02, subdivision 7a.

UNDER RESTRAINT: The animal is: a) beside a person having custody of it and obedient to that person's voice or signal command or the animal is in such proximity to the person having custody of it that the person can effectively by voice or signal command control the animal and the animal is obedient to that person's voice or signal command; b) within a private motor vehicle of a person owning, harboring, or keeping the animal; c) within the boundaries of property owned or leased by the person owning, harboring or keeping the animal; and or d) controlled by a chain or leash of a maximum of six feet (6') in length or a commercially manufactured retractable leash no greater than six feet (6') in length.

VACCINATION AGAINST RABIES: The inoculation of a dog, cat, or ferret with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.

VETERINARY HOSPITAL: A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians. (Ord. 1211, 5-10-2010)

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#### 5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

A. Animals Permitted Pursuant To Regulations: The following animals may be kept in the city pursuant to the regulations of this chapter and relevant provisions of the zoning ordinance: domestic animals; farm animals and permitted nondomestic animals; and inherently dangerous animals. (Ord. 1211, 5-10-2010; amd. Ord. 1265, 5-14-2013)

##### B. Chickens On Urban Residential Lots:

1. License Required: No person shall keep chickens on any property zoned R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.

2. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

a. The name and address of the owner(s) where the chickens will be kept;

b. The number of chickens to be kept on the property;

c. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property;

d. Drawing or picture of the proposed chicken coop;

e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.

3. Notice To Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties ~~contiguous to and~~ directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.

4. Granting Issuance Of License: The city clerk may administratively grant an initial or renewal license under this subsection provided all of the following have been met:

a. All submittal information is submitted and complete.

b. Appropriate fee is paid.

c. The application filed demonstrates compliance with the requirements of this subsection and any other applicable regulations of this code.

d. No persons mailed a notice object in writing to the request within ten (10) days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.

5. Denying Issuance Of License: The city clerk shall deny issuance of a license if any of the items in subsection B4 of this section have not been met. In the instance where an objection has been received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.

6. Standards: Any person keeping chickens in residential areas of the city as noted in subsection B1 of this section, shall comply with all of the following:

a. No person shall keep more than six (6) total hen chickens on the property.

b. No person shall keep roosters or adult male chickens on the property.

c. Cockfighting is specifically prohibited within the city.

d. The slaughter of chickens is prohibited on residentially used or zoned properties.

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e. The owner of the chickens shall live in the dwelling on the property.

f. The raising of chickens for breeding purposes is prohibited.

g. Chickens shall not be kept inside a dwelling.

7. Shelter And Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken coops and runs shall comply with the following standards:

a. Only one chicken coop and/or run shall be allowed per lot.

b. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.

c. Any chicken coop or chicken run shall be set back at least ~~twenty five~~twenty-five feet (25') from any principal structure on any adjacent lot and ten feet (10') from all property lines.

d. Any chicken coop and run fencing must be consistent with applicable zoning codes.

e. No chicken coop or run shall be constructed on a lot prior to the time of occupancy of the principal structure.

f. Chickens shall be provided a secure and ~~well-ventilated~~well-ventilated roofed structure in compliance with applicable zoning codes.

g. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.

h. Chickens shall be contained within a chicken run at all times.

i. The run area shall be well drained so there is no accumulation of moisture.

j. Chicken feed shall be stored in leakproof containers with a tightfitting cover to prevent attracting vermin.

8. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.

9. Duration Of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1.

10. Conditions/Maintenance And Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition. ~~or, The premises should be maintained to prevent odors from permeating into neighboring properties,~~ to permit the premises to be in such condition that noxious odors to be carried to adjacent public or private property. Any chicken coop and run authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.

11. Revocation Of License: A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in title 3, chapter 2 of this code.

12. Penalty: Violation of this section shall be a petty misdemeanor. (Ord. 1265, 5-14-2013)

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### 5-4-3: DOG LICENSES:

No person residing in the city shall keep a dog over six (6) months of age within the city for more than ten (10) consecutive days unless the person has a current city issued dog license for the dog. Individual dog licenses need not be secured for dogs kept in "commercial kennel" or "commercial daycare kennel" as defined herein.

#### A. License Fee And Application:

1. Application: An application for a dog license shall be made to the city clerk Parks & Recreation Department on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

- a. The name, age, breed, sex, color, and marking of the dog;
- b. A certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian;
- c. A sworn statement that the person is not restricted from owning a dog pursuant to Minnesota statutes section 347.542 or a sworn statement that the animal control authority in the jurisdiction of record has rescinded the restriction entirely or with limitations and that the person's application to own a dog is in conformity therewith;
- d. The address or legal description of the real property where the dog will be kept; and
- e. If the application is for a license for a potentially dangerous dog or dangerous dog, proof that the specific requirements of section 5-4-6 of this chapter have been met.

2. Fees: The fee for a dog license is set forth in the city fee schedule. Fees for a dog license shall be good for a period of one (1) calendar years from issuance. Fees for a dog license for new residents or a newly-acquired dog shall be prorated for the remainder of the term of the license. A penalty fee, as set forth in the city fee schedule, shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this section.

B. Duration Of License: A dog license shall be for a period of two one (12) years from the date of issuance or the unexpired portion of the two (2) years beginning on May 1 and ending on April 30. Commencing May 1, 2011, dog licenses shall be issued in odd numbered years. For those dogs licensed after May 1, 2010, and whose owners are not subject to a penalty for failure to license their dogs, the license fee shall be prorated for the remainder of 2010 through April 30, 2011. Applications for a renewal license may not be made until sixty (60) days before May 1.

C. License Tags: Upon compliance with the license application requirements listed above, the city clerk shall issue to the owner of the dog a metallic dog tag stamped with a number and the license period for which it is issued. The shape and design of such tag shall be changed every two (2) years. The owner of a dog is required to keep the dog's current and valid registration tag securely fastened to its choke chain, collar, or harness at all times in a manner so that it can easily be seen. A dog license tag may not be transferred from one dog to another. In the event that the metallic license tag issued for a dog is lost, the owner shall may obtain a duplicate tag from the city clerk upon the payment of the fee set forth in the city fee schedule.

D. Identification Tags: In addition to the metallic dog tag described in subsection C of this section, the owner must also attach a metallic tag bearing the name and home telephone number of the owner to the dog's collar which shall be worn at all times when the dog is not on the property of its owner.

E. New Residents: Upon proof of current vaccination against rabies, a dog owner who has a valid and current dog license from another city may obtain a city dog license by surrendering the other license, submitting a complete city application form, and paying the transfer fee set forth in the city fee schedule.

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Commented [PS1]: ID tags are worthwhile. They make return of an animal much easier for officers, as well as, community members who find a loose dog.

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**FD.** Change In Ownership Of Dog: If there is a change in ownership of a dog during a license year, the new owner may have the current license changed to his or her name upon the payment of a transfer fee set forth in the city fee schedule. The previous owner must notify the city within thirty (30) days of the change in ownership and provide the city with the name and address of the new owner.

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**GE.** Exemptions: Veterinarian hospitals and dogs belonging to the city's police department are exempt from dog licensure. (Ord. 1211, 5-10-2010)

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F. Failure To License: When a city animal control official determines that a person is keeping a dog contrary to the provisions of this section, the animal control authority shall notify the Park and Recreation Department to ensure that the owner comes into compliance with city licensing requirement. Nothing in this section prohibits an animal control official from issuing a citation for failure to license or any other provision in this section. A penalty fee, as set forth in the city fee schedule, shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this section.

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G. Impounded Dog Determined To Be Unlicensed: Unlicensed dogs subject to impound by an animal control official may not be released from the city's contract impound facility without a valid dog license. The owner of the unlicensed dog may obtain a license from the Park and Recreation Department or the city's contract impound facility. A penalty fee, as set forth in the city fee schedule, shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this section.

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#### 5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

A. Rabies Vaccination Required: Every owner or keeper of a dog, cat, or ferret kept as a pet over three (3) months of age within the city must have the dog, cat, or ferret vaccinated by a licensed veterinarian with an antirabies vaccine that is currently effective.

A vaccination certificate is valid only for the dog, cat, or ferret and owner to which it was issued. A person must not use a rabies vaccination certificate for a different dog, cat, or ferret than the one for which it was issued.

A vaccinated dog, cat, or ferret shall be revaccinated at intervals not to exceed the effective duration of the vaccination as listed in the compendium of animal rabies control prepared by the National Association Of State Public Health Veterinarians.

B. Restraint Of Dogs: Subject to the exceptions stated in section 5-4-12 of this chapter, every owner shall keep his or her dog on a leash not greater than six feet (6') in length and under restraint at all times with the exception of the owners property. Owners should take all reasonable steps to secure animals on their property, including but not limited to a fenced enclosure, an electronic perimeter fence for which the dog has been trained, or a chain or lead.

C. Removal Of Animal Feces: Any person having custody or control over any dog or cat on any property within the city, other than the property of the dog or cat's owner, must have in his or her immediate possession a device for picking up and disposing of dog or cat feces, and must pick up and dispose of any and all feces in a sanitary manner. This subsection does not apply to the following:

1. Disabled persons using guide or service dogs;
- ~~2. City agents or employees using dogs in connection with police activities; or~~
- ~~3. Persons using tracking dogs with the city's prior permission.~~

A violation of this subsection is a petty misdemeanor.

D. Female Dogs In Season: Every female dog in season shall be confined within a building or secure enclosure in such a manner that it cannot come into contact with another dog except for intentional breeding conducted within a building. The female dog in season may be taken from the secure area on a secure leash not greater than six feet (6') controlled by a person of sufficient age or into a confined outdoor enclosure on the owner's property in order for the dog to urinate and/or defecate. Female dogs in heat are not authorized to utilize the dog park.

E. General Duty Of Owners: Every owner or keeper of a dog must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior.

F. Stopping An Attack: Animal control authority who witness an attack by an animal upon a person or another animal may take whatever action the animal control authority deem to be appropriate to end the attack and prevent further injury to the victim(s). (Ord. 1211, 5-10-2010)

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**Commented [PS2]:** Does the animal need to be leash controlled on the owner's property? Owners should take all reasonable steps to secure animals on their property, including, but not limited to a fenced enclosure, an electronic perimeter fence for which the dog has been trained, or a chain or lead.

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**Commented [PS3]:** Dog park?

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#### 5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

A. Impounding Facility: The city council may maintain a municipal impound facility or may designate as the municipal impound facility a suitable kennel or veterinary hospital either within or outside the city limits of the city. The keeper of the impound facility shall provide an account of any and all impound fees received on behalf of the city, account for and pay over monthly to the city all monies it receives as fees payable to the city.

B. Impound Facility Reporting: The keeper of the impound facility shall provide a monthly written report providing the following information: the animals impounded; the duration of the impoundment; and the method of disposal of each animal. The impound facility is authorized to turn unclaimed animals in impound over to recognized animal rescue or adoption programs.

C. Seizure And Impoundment Of Animals: Subject to the exceptions stated in section 5-4-12 of this chapter, the animal control authority may seize and impound any animal running at large in the city or any animal found to be in violation of the provisions of this chapter or Minnesota statutes sections 347.50 through 347.565. Upon the impoundment of an animal, the animal control authority must promptly notify the owner of the impoundment in person, by phone or by mail. If the owner is unknown, the city must post a written notice within twenty four (24) hours of impoundment of the animal at city hall and the Inver Grove Heights police department describing the animal and stating where the animal is impounded. Said notice shall remain posted at city hall and the Inver Grove Heights police department for at least seven (7) days.

An impounded animal displaying a need for medical care may be taken to a veterinarian for emergency treatment. The owner of the animal is responsible for payment of expenses incurred as a result of the veterinarian's treatment. Based on the severity of illness or injury to impounded animal, the chief of police may authorize humane destruction.

D. Impoundment After Biting Human: Every doctor or other person who treats a person for an animal bite shall report to the Inver Grove Heights police department the name and address of any person treated for an animal bite inflicted within the city. The owner or keeper of any dog or other animal that bites any person where the bite breaks the person's skin or the bite requires treatment by a doctor, and the person bitten or his or her parent or guardian must report the incident to the Inver Grove Heights police department within twenty four (24) hours of the bite. The dog or other animal shall immediately be confined for a period of not less than ten (10) days in a veterinary hospital or on the owner's premises, as directed by the animal control authority. Subject to the exceptions stated in section 5-4-12 of this chapter, the animal control authority may refuse to permit confinement on the owner's premises if the animal has previously been found repeatedly running at large or if the animal does not have a currently effective rabies vaccination. If confinement on the owner's premises is permitted, the animal may not be allowed off the premises or in contact with other people or animals during the confinement period, except for medical purposes. If the owner fails to comply with these restrictions, the animal control authority may enter onto the property, seize the animal, and remove it to a veterinary hospital. The owner is responsible for all costs of confinement incurred under this subsection. If, after completion of the ten (10) day impound period, the animal does not have rabies, it may be released to its owner unless release is otherwise prohibited by another section of this chapter. As a condition of releasing a confined animal, the animal control authority may require that the animal's owner take the animal for an examination by a veterinarian. The impound fee shall be borne by the owner of the animal.

#### E. Impoundment And Destruction Of Rabid Animals:

1. A dog or animal displaying symptoms of being rabid may be seized at any place or time and confined in the city impounding facility at the owner's expense, until found to be free from rabies.
2. If a dog or other animal appears to be diseased, vicious, dangerous, rabid or has been exposed to rabies, and the dog or other animal cannot be impounded without serious risk of personal injury, the dog or other animal may be destroyed, if reasonably necessary for the safety of a person or persons.

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Commented [PS4]: Or provide and accounting of any and all impound fees received on behalf of the city and reduce the city's monthly invoice commensurately

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F. Redeeming Impounded Animals: The animal impound facility may not release an animal until it has received authorization to do so from animal control authority and upon fulfillment of the following conditions:

1. Dogs, cats and ferrets are properly inoculated for rabies;
2. Payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
3. Payment of an impounding fee to the city in the amount listed in the city fee schedule;
4. Providing proof of ownership of the animal; and
5. In the case of a dog that resides in the city, proof of a valid license for the dog.

An animal impounded pursuant to Minnesota statutes chapter 343 may be redeemed pursuant to the provisions of Minnesota statutes section 343.235.

A potentially dangerous dog or dangerous dog impounded pursuant to any provision in Minnesota statutes sections 347.50 through 347.565 may be redeemed pursuant to Minnesota statutes sections 347.50 through 347.565 and upon fulfillment of the requirements of section 5-4-6 of this chapter.

G. Disposition Of ~~Dangerous or Potentially Dangerous by Impounded Animals At The Owner's Request:~~ If the owner of a ~~dog deemed dangerous or potentially dangerous elects to dispose of the animal, the owner shall provide the animal control authority with proof of disposition, and a impounded animal chooses to have the animal disposed of, the owner shall make such a request in writing to animal control authority. Such a request must be accompanied by proof of ownership of the animal, as well as payment of the costs of the disposition.~~

H. Disposition Of Unclaimed Animals: If an impounded animal is not reclaimed within seven (7) regular business days after the required notice is given to the owner or posted pursuant to this chapter, the animal shall be deemed to have been abandoned, and the impounding facility may sell or give the animal to any adult person, or shelter program, except research institutions. If an abandoned animal is not sold, it may be destroyed in a humane manner. A "regular business day" for purposes of this section means a day during which the impounding facility having custody of the animal is open to the public at least four (4) consecutive hours between eight o'clock (8:00) A.M. and seven o'clock (7:00) P.M.

I. Costs Of Impoundment: The owner of the animal is responsible for the costs of the impoundment and housing of an impounded animal. (Ord. 1211, 5-10-2010)  
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#### 5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS

##### A. DUTIES OF OWNER OF POTENTIALLY DANGEROUS AND DANGEROUS DOG

A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

##### B. DESIGNATION OF DOG AS DANGEROUS OR POTENTIALLY DANGEROUS

The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

##### C. APPEAL OF DESIGNATION

Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the city shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota statutes section 347.541, subdivision 3. The notice must include all the information required by Minnesota statutes section 347.541 subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the

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owner of the dog or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

#### EXEMPTIONS:

#### EXCLUSIONS IN DETERMINING DANGEROUS AND POTENTIALLY DANGEROUS DOGS

Dogs not to be deemed dangerous: In accordance with MN Statutes Section 347.51, Subd.5., A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; 2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or 3) who was committing or attempting to commit a crime.

#### D. POTENTIALLY DANGEROUS DOG; REQUIREMENTS

Fees: An annual registration fee that shall be included in the City's fee schedule, in addition to the City's licensing fee.

Leash and Muzzle: No person shall permit a potentially dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash.

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Confinement: While on its owner's property, potentially dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of potentially dangerous dogs.

Signs: An owner of a potentially dangerous dog within the city may be required to display a sign easily readable by the public using the words "Beware of Potentially Dangerous Dog" including a warning symbol to inform children. The determination for whether or not potentially dangerous dog signage is required will be based on the severity and circumstances of the attack prompting the designation. In addition, a similar sign is required to be posted on the kennel of such animal.

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Microchip: Proof of implantation of the microchip identification in compliance with state law.

Dog Park: Dogs deemed potentially dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Inspection: An annual inspection for compliance of the owner's property will be performed by the Police Department. (I believe this was initially suggested as something the cadets could do (?) but it can certainly be removed so the department isn't held to it)

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It shall be unlawful for the owner of a potentially dangerous dog to fail to comply with the requirements set forth in this section. Any dog found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment in accordance with this chapter.

#### E. DANGEROUS DOG; REQUIREMENTS

Registration: No person may keep a dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's



receipt of notice of declaration of potentially dangerous dog or notice of declaration of dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota statutes sections 347.50 through 347.565:

Fees: An annual registration fee that shall be included in the city's fee schedule, in addition to the city's licensing fee.

Leash and Muzzle: No person shall permit a dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash. The dog must also be muzzled to prevent biting.

Confinement: While on its owner's property, dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of dangerous dogs.

Signs: All owners of dangerous dogs within the city must display a sign easily readable by the public using the words "Beware of Dangerous Dog" including a warning symbol to inform children. In addition, a similar sign is required to be posted on the kennel of such animal.

Microchip: Proof of implantation of the microchip identification in compliance with state law.

Notification of property owner: A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

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Dog Park: Dogs deemed dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Tag: A dangerous dog must have a standardized, easily identifiable tag identifying the dog as a dangerous dog that shall be affixed to the dog's collar at all times.

Sterilization: The owner of a dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a potentially dangerous dog or dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

Surety Bond Or Insurance Policy: The owner of a dangerous dog must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the dangerous dog.

#### **F. HEARING**

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Right to Hearing: The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

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The owner of the dog appealing must submit a non-refundable \$200-hearing fee as set forth in the city fee schedule at the time of the appeal.

Appeal of potentially dangerous dog or dangerous dog designation: The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file an appeal of that

designation with the office of the ~~Chief of Police~~ animal control authority within fourteen (14) days of receipt of the notice of declaration of potentially dangerous dog or dangerous dog.

Hearing Scheduling and Conduct: If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the city must hold a hearing within fourteen (14) days after the owner's request.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing officer may receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous dog declaration.

#### **G. DECISION**

Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. The hearing officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

The hearing officer may elevate the designation from potentially dangerous to dangerous based on evidence presented at the hearing.

#### **H. DANGEROUS DOG DESIGNATION REVIEW**

Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous or one (1) year after the dog is declared to be a dangerous dog. The owner must present evidence to the animal control authority/Chief of Police or designee that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

#### **I. NOTIFICATION OF CHANGES**

The owner of a dog designated as a dangerous dog shall notify the ~~Police Chief~~ animal control authority in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

#### **J. CONFISCATION AND RECLAMATION OF POTENTIALLY DANGEROUS AND DANGEROUS DOGS**

The Police Department may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
3. The owner fails to keep the dog properly confined

4. The dog is not properly confined or controlled in accordance with the requirements herein, and under physical restraint of a responsible person as required by this section.
5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.
6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.
7. The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the city fee schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the animal control authority may dispose of the dog and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the dog.

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#### **K. DESTRUCTION OF THE DOG IN CERTAIN CIRCUMSTANCES**

The animal control authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;
2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation; or
4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The animal control authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section 5-4-12 of this chapter apply to this provision. (Ord. 1211, 5-10-2010)

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#### 5-4-6- DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

A. Duties Of Owner Of Potentially Dangerous And Dangerous Dogs: A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

B. Designation Of A Dog As Dangerous Or Potentially Dangerous: The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

C. Appeal Of Designation: Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the city shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota statutes section 347.541, subdivision 3. The notice must include all of the information required by Minnesota statutes section 347.541, subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog, or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

1. Hearing:

a. Right To Hearing: The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

b. Appeal Of Potentially Dangerous Dog Or Dangerous Dog Designation: The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the city clerk within fourteen (14) days of receipt of the notice of declaration of potentially dangerous dog or dangerous dog.

c. Hearing Scheduling And Conduct: If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the city must hold a hearing within fourteen (14) days after the owner's request, to determine the validity of the potentially dangerous dog or dangerous dog declaration, is made to the city.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing may receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous dog declaration.

d. Decision: Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. In the event that the hearing officer upholds the potentially dangerous or dangerous dog declaration, the owner shall be responsible for paying actual expenses of the hearing up to a maximum of one thousand dollars (\$1,000.00). The hearing officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

D. Registration Of Potentially Dangerous Dogs And Dangerous Dogs: No person may keep a potentially dangerous dog or dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of potentially dangerous dog or notice of declaration of dangerous dog unless a timely appeal

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has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota statutes sections 347.50 through 347.565:

1. Fee: Payment has been made for the annual potentially dangerous dog or dangerous dog registration fee set forth in the city fee schedule. This payment is in addition to any dog license fee.
2. Proper Enclosure: The owner of a potentially dangerous dog or dangerous dog must keep the dog in a proper enclosure that has been inspected and approved by the city.
3. Tag: A potentially dangerous dog or dangerous dog must have a standardized, easily identifiable tag identifying the dog as a potentially dangerous dog or dangerous dog that shall be affixed to the dog's collar at all times.
4. Surety Bond Or Insurance Policy: The owner of a potentially dangerous dog or dangerous dog must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the potentially dangerous dog or dangerous dog.
5. Microchip: Proof of implantation of the microchip identification in compliance with state law.
6. Posting Of Warning Symbol: The owner of a potentially dangerous dog or dangerous dog must post a warning symbol or multiple warning symbols, to be determined by the animal control authority, provided to the owner by the animal control authority at the owner's cost, on the owner's property.

E. Potentially Dangerous And Dangerous Dog Designation Review: Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous dog or dangerous dog. The owner must present evidence to the animal control authority that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

F. Notification Of Changes: The owner of a dog designated as a potentially dangerous dog or dangerous dog shall notify the police chief in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

G. Sterilization Of Potentially Dangerous Dogs And Dangerous Dogs: The owner of a potentially dangerous dog or dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a potentially dangerous dog or dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

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H. Confinement Of Potentially Dangerous And Dangerous Dogs: The owner of any potentially dangerous dog or dangerous dog must confine the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the owner must muzzle and restrain the dog by a substantial chain or [REDACTED] and be under the physical restraint of a responsible person.

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I. Confiscation And Reclamation Of Potentially Dangerous And Dangerous Dogs: The animal control authority may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

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1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.

2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.

3. The owner fails to keep the dog in a proper enclosure.

4. The dog is outside the proper enclosure and not muzzled and under the physical restraint of a responsible person as required by this section.

5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.

6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.

The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the city fee schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the animal control authority may dispose of the dog and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the dog.

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J. Dogs Not To Be Deemed Dangerous: A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; 2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or 3) who was committing or attempting to commit a crime.

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K. Destruction Of Dog In Certain Circumstances: The animal control authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;

2. Inflicted multiple bites on a human on public or private property without provocation;

3. Bit multiple human victims on public or private property in the same attack without provocation; or

4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The animal control authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section 5-4-12 of this chapter apply to this provision. (Ord. 1211, 5-10-2010)

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#### 5-4-7: CARE OF ANIMALS:

The care, health, keeping, shelter, and maintenance of all animals shall conform with the statutory provisions of Minnesota statutes chapters 343 and 346, which are hereby incorporated by reference and adopted as part of this chapter. (Ord. 1211, 5-10-2010)

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#### 5-4-8: PROHIBITIONS:

A person must not own or keep any animal that creates or constitutes a public nuisance. A public nuisance is defined as:

A. Owning or keeping animals that by virtue of the size, number, species, facilities for, and location is offensive because of, but not limited to, odor and noise or is dangerous to the public health, safety, or welfare;

B. Owning or keeping an animal in the city that unreasonably causes annoyance or disturbance to another person by habitually howling, yelping, barking, or crying. "Habitual howling, yelping, barking or crying" is defined as howling, yelping, barking, or crying for repeated intervals of at least three (3) minutes with less than one minute of interruption that can be heard at a location other than the animal keeper's property. Any such animal is hereby declared to be a public nuisance. No citation for public nuisance arising out of the above described behavior may be issued unless the animal control authority has personally observed such behavior and determined that a violation of this provision has occurred;

C. An animal that has been the subject of a violation of this chapter more than three (3) times in a twenty four (24) month period; or

D. Subject to the exceptions stated in section [5-4-12](#) of this chapter, an animal running at large within the city limits. (Ord. 1211, 5-10-2010)

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#### 5-4-11: RIGHT OF ENTRY:

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Animal control authority are authorized to enter onto any open yard or kennel in which an animal is kept at reasonable times for the purpose of discharging their duties imposed by this chapter where there is a reasonable belief that a violation of this chapter has been committed.

Animal control authority having reasonable cause to believe that a person has or is violating a provision of this chapter or the conditions, limitations, restrictions or prohibitions of any permit or license the city issues under this chapter, may apply to the appropriate authority as prescribed by law for a warrant empowering the animal control authority to enter the dwelling or residence of the owner or keeper of any animal for the purpose of investigating the same and to demand the owner's or keeper's presentation of the animal to the animal control authority. (Ord. 1211, 5-10-2010)

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5-4-12: EXCEPTIONS:

Notwithstanding any contrary provision in this chapter, the provisions and requirements relating to keeping animals under restraint and not having animals at large do not apply to the following animals:

- A. Guide or service dogs used by disabled persons;
- B. Dogs used by city agents or employees in connection with police activities;
- C. Tracking dogs used by persons who have obtained the city's prior written permission;
- D. Falcons; and
- E. Racing pigeons. (Ord. 1211, 5-10-2010)

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5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:



The provisions of this chapter may be enforced by the animal control authority with the assistance of other personnel when appropriate. (Ord. 1211, 5-10-2010)

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5-4-14: PENALTY:  

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Unless otherwise designated, a violation of any provision of this chapter is a misdemeanor. (Ord. 1211, 5-10-2010)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See also section [10-5-7](#) of this code.

[Footnote 2](#): See also section [6-1-4](#) of this code.

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## Chapter 5

### PARKS AND RECREATION AREAS

#### 7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

#### 7-5-2: VEHICLES IN PARKS:

#### 7-5-3: BOATS AND RECREATIONAL VEHICLES ON HORNBEAM LAKE:

#### 7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

F. Animals: No person shall bring any animal into any park, public trail, or public sidewalk unless it is on a leash held by the owner no more than six feet (6') long or a flexi-lead or similar retractable leash. All animals are prohibited in the following areas: within a designated high-activity area or playground area, on all athletic fields, courts, including within all fenced in athletic areas, and park buildings, the Lions Park fishing area, the South Valley picnic area, the North Valley Disc Golf Course, and the fishing pier at Simley Island. Animals may not be brought into any other areas designated as areas where animals are not allowed within a park. No animal may be off leash in any park except the Dog Park located at Heritage Village Park 4321 65<sup>th</sup> St in a the designated off leash animal area. Persons in control of animals within a park must promptly remove and dispose of the animal's waste. The prohibitions in this subsection shall not apply to service animals or to animals kept by the city, under the city's direction, or otherwise permitted by the city administrator.

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## 10-2-2: DEFINITIONS: 🌐 📄

- A. Limited to a maximum of twenty (20) dogs on site at any one time.
- B. No outdoor runs or kennels allowed.
- C. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- | D. Dogs shall be on a leash not greater than six feet (6') in length and handled by an employee at all times when outside the building during the animal's stay.
- E. An employee shall remain on site at all times animals are on the premises including overnight.
- F. Dogs shall be kept inside at all times except when exercised by an employee.

#### 10-15H-4-8: PETS:

No owner or person in charge of any dog, cat or other pet animal shall permit same to run at large or commit any nuisance within the manufactured home park at any time. All pets must be on a leash not greater than six feet (6') at all times when out of doors or kept within an approved fenced area.  
(Ord. 1098, 11-8-2004)



**CLEAN VERSION**

## Chapter 4

# ANIMAL CONTROL

### 5-4-1: DEFINITIONS:

### 5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

### 5-4-3: DOG LICENSES:

### 5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

### 5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

### 5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

### 5-4-7: CARE OF ANIMALS:

### 5-4-8: PROHIBITIONS:

### 5-4-9: COMMERCIAL, COMMERCIAL DAYCARE AND NONCOMMERCIAL KENNELS:

### 5-4-10: HORSES IN PUBLIC PARKS AND ROADWAYS:

### 5-4-11: RIGHT OF ENTRY:

### 5-4-12: EXCEPTIONS:

### 5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:

### 5-4-14: PENALTY:

#### 5-4-1: DEFINITIONS:

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota statutes section 347.50 the terms defined in this section have the meanings given them:

**ANIMAL:** Every nonhuman species of animal, domestic, permitted nondomestic, and inherently dangerous.

**ANIMAL CONTROL AUTHORITY:** By designation, the animal control authority is the chief the police or their designee.

**ANIMAL CONTROL OFFICERS:** Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel retained by the city or assisting in the enforcement of this chapter.

**COMMERCIAL DAYCARE KENNEL:** Any place where dogs are kept for the primary purpose of commercial pet sitting or "doggie daycare", provided all of the following are met:

- A. No kennels are allowed in a Residential zoning district.
- B. Limited to a maximum of twenty (20) dogs on site at any one time.
- C. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- D. Dogs shall be on a **leash not greater than six feet (6')** and handled by an employee or in an approved outside fenced exercise or kennel area at all times when outside the building during the animal's stay.
- E. Unless otherwise authorized by the City Council, an employee shall remain on site at all times animals are on the premises including overnight.

F. Dog kennels shall allow for outdoor runs or exercised by an employee.

G. Designated bathroom area shall be cleaned daily.

**COMMERCIAL KENNEL:** Kennel means a place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

**DANGEROUS DOG:** As defined in Minnesota statutes section 347.50.

**DOMESTIC ANIMALS:** Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

**FARM ANIMAL AND PERMITTED NONDOMESTIC ANIMAL:** Cows, sheep, pigs, deer, horses, donkeys, chickens, rabbits, goats, and other animals that are proven not to be inherently dangerous.

**SUBSTANTIAL BODILY HARM:** "Substantial bodily harm" has the meaning given it under section 609.02, subdivision 7a.

**GREAT BODILY HARM:** "Great bodily harm" has the meaning given it under section 609.02, subdivision 8.

**HEARING OFFICER:** An impartial person who may be either an impartial employee of the city or an impartial person retained and appointed by the city to conduct dangerous dog and potentially dangerous dog hearings.

**INHERENTLY DANGEROUS ANIMALS:** Animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals.

**KEEP:** To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.

**KENNEL:** A commercial kennel, commercial daycare kennel or noncommercial kennel.

**NONCOMMERCIAL KENNEL:** Any place where four (4) or more dogs over the age of six (6) months are kept for non-commercial use, such as a dog daycare.

**OWNER:** Any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

**PERSON:** One or more natural persons, a firm, partnership, corporation, or any other entity.

**POTENTIALLY DANGEROUS DOG:** As defined in Minnesota Statute section 347.50.

**PREMISES:** A building, structure, shelter, or land where an animal is kept or confined.

**PROPER ENCLOSURE FOR DANGEROUS OR POTENTIALLY DANGEROUS DOGS:** A secure indoor location or a securely enclosed and locked pen or structure suitable to prevent the potentially dangerous dog or dangerous dog from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the potentially dangerous dog or dangerous dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the potentially dangerous dog or dangerous dog from exiting.

**RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE:** Any animal that is not under restraint.

**UNDER RESTRAINT:** The animal is: a) within a private motor vehicle of a person owning, harboring, or keeping the animal; b) within the boundaries of property owned or leased by the person owning, harboring or keeping the animal; and c) controlled by a chain or **leash** of a maximum of six feet (6') in length or a commercially manufactured retractable leash no greater than six feet (6') in length.

**VACCINATION AGAINST RABIES:** The inoculation of a dog, cat, or ferret with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.

**VETERINARY HOSPITAL:** A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians. (Ord. 1211, 5-10-2010)

#### 5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

A. Animals Permitted Pursuant To Regulations: The following animals may be kept in the city pursuant to the regulations of this chapter and relevant provisions of the zoning ordinance: domestic animals; farm animals and permitted nondomestic animals; and inherently dangerous animals. (Ord. 1211, 5-10-2010; amd. Ord. 1265, 5-14-2013)

#### B. Chickens On Urban Residential Lots:

1. License Required: No person shall keep chickens on any property zoned R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.

2. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

a. The name and address of the owner(s) where the chickens will be kept;

b. The number of chickens to be kept on the property;

c. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property;

d. Drawing or picture of the proposed chicken coop;

e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.

3. Notice To Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.

4. Granting Issuance Of License: The city clerk may administratively grant an initial or renewal license under this subsection provided all of the following have been met:

a. All submittal information is submitted and complete.

b. Appropriate fee is paid.

c. The application filed demonstrates compliance with the requirements of this subsection and any other applicable regulations of this code.

d. No persons mailed a notice object in writing to the request within ten (10) days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.

5. Denying Issuance Of License: The city clerk shall deny issuance of a license if any of the items in subsection B4 of this section have not been met. In the instance where an objection has been received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.

6. Standards: Any person keeping chickens in residential areas of the city as noted in subsection B1 of this section, shall comply with all of the following:

a. No person shall keep more than six (6) total hen chickens on the property.

b. No person shall keep roosters or adult male chickens on the property.

c. Cockfighting is specifically prohibited within the city.

d. The slaughter of chickens is prohibited on residentially used or zoned properties.



e. The owner of the chickens shall live in the dwelling on the property.

f. The raising of chickens for breeding purposes is prohibited.

g. Chickens shall not be kept inside a dwelling.

7. Shelter And Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken coops and runs shall comply with the following standards:

a. Only one chicken coop and/or run shall be allowed per lot.

b. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.

c. Any chicken coop or chicken run shall be set back at least twenty-five feet (25') from any principal structure on any adjacent lot and ten feet (10') from all property lines.

d. Any chicken coop and run fencing must be consistent with applicable zoning codes.

e. No chicken coop or run shall be constructed on a lot prior to the time of occupancy of the principal structure.

f. Chickens shall be provided a secure and well-ventilated roofed structure in compliance with applicable zoning codes.

g. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.

h. Chickens shall be contained within a chicken run at all times.

i. The run area shall be well drained so there is no accumulation of moisture.

j. Chicken feed shall be stored in leakproof containers with a tightfitting cover to prevent attracting vermin.

8. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.

9. Duration Of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1.

10. Conditions/Maintenance And Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition. Any chicken coop and run authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.

11. Revocation Of License: A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in [title 3, chapter 2](#) of this code.

12. Penalty: Violation of this section shall be a petty misdemeanor. (Ord. 1265, 5-14-2013)

5-4-3: DOG LICENSES:



No person residing in the city shall keep a dog over six (6) months of age within the city for more than ten (10) consecutive days unless the person has a current city issued dog license for the dog. Individual dog licenses need not be secured for dogs kept in "commercial kennel" or "commercial daycare kennel" as defined herein.

**A. License Fee And Application:**

1. Application: An application for a dog license shall be made to the Parks & Recreation Department on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

- a. The name, age, breed, sex, color, and marking of the dog;
- b. A certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian;
- c. A sworn statement that the person is not restricted from owning a dog pursuant to Minnesota statutes section 347.542 or a sworn statement that the animal control authority in the jurisdiction of record has rescinded the restriction entirely or with limitations and that the person's application to own a dog is in conformity therewith;
- d. The address or legal description of the real property where the dog will be kept; and
- e. If the application is for a license for a potentially dangerous dog or dangerous dog, proof that the specific requirements of section 5-4-6 of this chapter have been met.

2. Fees: The fee for a dog license is set forth in the city fee schedule. Fees for a dog license shall be good for a period of one (1) calendar years from issuance..

**B. Duration Of License:** A dog license shall be for a period of one (1) years from the date of issuance.

**C. License Tags:** Upon compliance with the license application requirements listed above, the city shall issue to the owner of the dog a dog tag stamped with a number for which it is issued.. The owner of a dog is required to keep the dog's current and valid registration tag securely fastened to its collar or harness at all times in a manner so that it can easily be seen. A dog license tag may not be transferred from one dog to another. In the event that the metallic license tag issued for a dog is lost, the owner shall obtain a duplicate tag from the city upon the payment of the fee set forth in the city fee schedule.

**D. Change In Ownership Of Dog:** If there is a change in ownership of a dog during a license year, the new owner may have the current license changed to his or her name upon the payment of a transfer fee set forth in the city fee schedule. The previous owner must notify the city within thirty (30) days of the change in ownership and provide the city with the name and address of the new owner.

**E. Exemptions:** Veterinarian hospitals and dogs belonging to the city's police department are exempt from dog licensure. (Ord. 1211, 5-10-2010)

**F. Failure To License:** When a city animal control official determines that a person is keeping a dog contrary to the provisions of this section, the animal control authority shall notify the Park and Recreation Department to ensure that the owner comes into compliance with city licensing requirement. Nothing in this section prohibits an animal control official from issuing a citation for failure to license or any other provision in this section. A penalty fee, as set forth in the city fee schedule, shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this section.

**G. Impounded Dog Determined To Be Unlicensed:** Unlicensed dogs subject to impound by an animal control official may not be released from the city's contract impound facility without a valid dog license.

The owner of the unlicensed dog may obtain a license from the Park and Recreation Department or the city's contract impound facility. A penalty fee, as set forth in the city fee schedule, shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this section.

#### 5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

A. Rabies Vaccination Required: Every owner or keeper of a dog, cat, or ferret kept as a pet over three (3) months of age within the city must have the dog, cat, or ferret vaccinated by a licensed veterinarian with an antirabies vaccine that is currently effective.

A vaccination certificate is valid only for the dog, cat, or ferret and owner to which it was issued. A person must not use a rabies vaccination certificate for a different dog, cat, or ferret than the one for which it was issued.

A vaccinated dog, cat, or ferret shall be revaccinated at intervals not to exceed the effective duration of the vaccination as listed in the compendium of animal rabies control prepared by the National Association Of State Public Health Veterinarians.

B. Restraint Of Dogs: Subject to the exceptions stated in section 5-4-12 of this chapter, every owner shall keep his or her dog on a leash not greater than six feet (6') in length and under restraint at all times with the exception of the owners property. Owners should take all reasonable steps to secure animals on their property, including but not limited to a fenced enclosure, an electronic perimeter fence for which the dog has been trained, or a chain or lead.

C. Removal Of Animal Feces: Any person having custody or control over any dog or cat on any property within the city, other than the property of the dog or cat's owner, must have in his or her immediate possession a device for picking up and disposing of dog or cat feces, and must pick up and dispose of any and all feces in a sanitary manner. This subsection does not apply to the following:

1. Disabled persons using guide or service dogs;

A violation of this subsection is a petty misdemeanor.

D. Female Dogs In Season: Every female dog in season shall be confined within a building or secure enclosure in such a manner that it cannot come into contact with another dog except for intentional breeding conducted within a building. The female dog in season may be taken from the secure area on a secure **leash** not greater than six feet (6') controlled by a person of sufficient age or into a confined outdoor enclosure on the owner's property in order for the dog to urinate and/or defecate. Female dogs in heat are not authorized to utilize the dog park.

E. General Duty Of Owners: Every owner or keeper of a dog must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior.

F. Stopping An Attack: Animal control authority who witness an attack by an animal upon a person or another animal may take whatever action the animal control authority deem to be appropriate to end the attack and prevent further injury to the victim(s). (Ord. 1211, 5-10-2010)



#### 5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

A. Impounding Facility: The city council may maintain a municipal impound facility or may designate as the municipal impound facility a suitable kennel or veterinary hospital either within or outside the city limits of the city. The keeper of the impound facility shall provide an account of any and all impound fees received on behalf of the city.

B. Impound Facility Reporting: The keeper of the impound facility shall provide a monthly written report providing the following information: the animals impounded; the duration of the impoundment; and the method of disposal of each animal. The impound facility is authorized to turn unclaimed animals in impound over to recognized animal rescue or adoption programs.

C. Seizure And Impoundment Of Animals: Subject to the exceptions stated in section [5-4-12](#) of this chapter, the animal control authority may seize and impound any animal running at large in the city or any animal found to be in violation of the provisions of this chapter or Minnesota statutes sections 347.50 through 347.565. Upon the impoundment of an animal, the animal control authority must promptly notify the owner of the impoundment in person, by phone or by mail.

An impounded animal displaying a need for medical care may be taken to a veterinarian for emergency treatment. The owner of the animal is responsible for payment of expenses incurred as a result of the veterinarian's treatment. Based on the severity of illness or injury to impounded animal, the chief of police may authorize humane destruction.

D. Impoundment After Biting Human: Every doctor or other person who treats a person for an animal bite shall report to the Inver Grove Heights police department the name and address of any person treated for an animal bite inflicted within the city. The owner or keeper of any dog or other animal that bites any person where the bite breaks the person's skin or the bite requires treatment by a doctor, and the person bitten or his or her parent or guardian must report the incident to the Inver Grove Heights police department within twenty four (24) hours of the bite. The dog or other animal shall immediately be confined for a period of not less than ten (10) days in a veterinary hospital or on the owner's premises, as directed by the animal control authority. Subject to the exceptions stated in section [5-4-12](#) of this chapter, the animal control authority may refuse to permit confinement on the owner's premises if the animal has previously been found repeatedly running at large or if the animal does not have a currently effective rabies vaccination. If confinement on the owner's premises is permitted, the animal may not be allowed off the premises or in contact with other people or animals during the confinement period, except for medical purposes. If the owner fails to comply with these restrictions, the animal control authority may enter onto the property, seize the animal, and remove it to a veterinary hospital. The owner is responsible for all costs of confinement incurred under this subsection. If, after completion of the ten (10) day impound period, the animal does not have rabies, it may be released to its owner unless release is otherwise prohibited by another section of this chapter. As a condition of releasing a confined animal, the animal control authority may require that the animal's owner take the animal for an examination by a veterinarian. The impound fee shall be borne by the owner of the animal.

E. Impoundment And Destruction Of Rabid Animals:

1. A dog or animal displaying symptoms of being rabid may be seized at any place or time and confined in the city impounding facility at the owner's expense, until found to be free from rabies.
2. If a dog or other animal appears to be diseased, vicious, dangerous, rabid or has been exposed to rabies, and the dog or other animal cannot be impounded without serious risk of personal injury, the dog or other animal may be destroyed, if reasonably necessary for the safety of a person or persons.

F. Redeeming Impounded Animals: The animal impound facility may not release an animal until it has received authorization to do so from animal control authority and upon fulfillment of the following conditions:

1. Dogs, cats and ferrets are properly inoculated for rabies;
2. Payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
3. Payment of an impounding fee to the city in the amount listed in the city fee schedule;

4. Providing proof of ownership of the animal; and
5. In the case of a dog that resides in the city, proof of a valid license for the dog.

An animal impounded pursuant to Minnesota statutes chapter 343 may be redeemed pursuant to the provisions of Minnesota statutes section 343.235.

A potentially dangerous dog or dangerous dog impounded pursuant to any provision in Minnesota statutes sections 347.50 through 347.565 may be redeemed pursuant to Minnesota statutes sections 347.50 through 347.565 and upon fulfillment of the requirements of section [5-4-6](#) of this chapter.

G. Disposition Of Dangerous or Potentially Dangerous by Owner: If the owner of a dog deemed dangerous or potentially dangerous elects to dispose of the animal, the owner shall provide the animal control authority with proof of disposition.

H. Disposition Of Unclaimed Animals: If an impounded animal is not reclaimed within seven (7) regular business days after the required notice is given to the owner or posted pursuant to this chapter, the animal shall be deemed to have been abandoned, and the impounding facility may sell or give the animal to any adult person, or shelter program, except research institutions. If an abandoned animal is not sold, it may be destroyed in a humane manner. A "regular business day" for purposes of this section means a day during which the impounding facility having custody of the animal is open to the public at least four (4) consecutive hours between eight o'clock (8:00) A.M. and seven o'clock (7:00) P.M.

I. Costs Of Impoundment: The owner of the animal is responsible for the costs of the impoundment and housing of an impounded animal. (Ord. 1211, 5-10-2010)

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## **5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS**

### **A. DUTIES OF OWNER OF POTENTIALLY DANGEROUS AND DANGEROUS DOG**

A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

### **B. DESIGNATION OF DOG AS DANGEROUS OR POTENTIALLY DANGEROUS**

The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

### **C. APPEAL OF DESIGNATION**

Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the city shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota statutes section 347.541, subdivision 3. The notice must include all the information required by Minnesota statutes section 347.541 subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.



**EXEMPTIONS:****EXCLUSIONS IN DETERMINING DANGEROUS AND POTENTIALLY DANGEROUS DOGS**

Dogs not to be deemed dangerous: In accordance with MN Statutes Section 347.51, Subd.5., A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; 2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or 3) who was committing or attempting to commit a crime.

**D. POTENTIALLY DANGEROUS DOG; REQUIREMENTS**

Fees: An annual registration fee that shall be included in the City's fee schedule, in addition to the City's licensing fee.

Leash and Muzzle: No person shall permit a potentially dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash.

Confinement: While on its owner's property, potentially dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of potentially dangerous dogs.

Signs: An owner of a potentially dangerous dogs within the city may be required to display a sign easily readable by the public using the words "Beware of Potentially Dangerous Dog" including a warning symbol to inform children. The determination for whether or not potentially dangerous dog signage is required will be based on the severity and circumstances of the attack prompting the designation. In addition, a similar sign is required to be posted on the kennel of such animal.

Microchip: Proof of implantation of the microchip identification in compliance with state law.

Dog Park: Dogs deemed potentially dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Inspection: An annual inspection for compliance of the owner's property will be performed by the Police Department

It shall be unlawful for the owner of a potentially dangerous dog to fail to comply with the requirements set forth in this section. Any dog found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment in accordance with this chapter.

**E. DANGEROUS DOG; REQUIREMENTS**

Registration: No person may keep a dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of potentially dangerous dog or notice of declaration of dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota statutes sections 347.50 through 347.565:

Fees: An annual registration fee that shall be included in the city's fee schedule, in addition to the city's licensing fee.



**Leash and Muzzle:** No person shall permit a dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash. The dog must also be muzzled to prevent biting.

**Confinement:** While on its owner's property, dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of dangerous dogs.

**Signs:** All owners of dangerous dogs within the city must display a sign easily readable by the public using the words "Beware of Dangerous Dog" including a warning symbol to inform children. In addition, a similar sign is required to be posted on the kennel of such animal.

**Microchip:** Proof of implantation of the microchip identification in compliance with state law.

**Notification of property owner:** A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

**Dog Park:** Dogs deemed dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

**Tag:** A dangerous dog must have a standardized, easily identifiable tag identifying the dog as a dangerous dog that shall be affixed to the dog's collar at all times.

**Sterilization:** The owner of a dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a potentially dangerous dog or dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

**Surety Bond Or Insurance Policy:** The owner of a dangerous dog must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the dangerous dog.

## **F. HEARING**

**Right to Hearing:** The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

The owner of the dog appealing must submit a non-refundable hearing fee as set forth in the city fee schedule at the time of the appeal.

**Appeal of potentially dangerous dog or dangerous dog designation:** The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the office of the animal control authority within fourteen (14) days of receipt of the notice of declaration of potentially dangerous dog or dangerous dog.

**Hearing Scheduling and Conduct:** If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the city must hold a hearing within fourteen (14) days after the owner's request.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing officer may

receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous dog declaration.

#### **G. DECISION**

Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. The hearing officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

The hearing officer may elevate the designation from potentially dangerous to dangerous based on evidence presented at the hearing.

#### **H. DANGEROUS DOG DESIGNATION REVIEW**

Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous or one (1) year after the dog is declared to be a dangerous dog. The owner must present evidence to the animal control authority or designee that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

#### **I. NOTIFICATION OF CHANGES**

The owner of a dog designated as a dangerous dog shall notify the animal control authority in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

#### **J. CONFISCATION AND RECLAMATION OF POTENTIALLY DANGEROUS AND DANGEROUS DOGS**

The Police Department may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
3. The owner fails to keep the dog properly confined
4. The dog is not properly confined or controlled in accordance with the requirements herein, and under physical restraint of a responsible person as required by this section.
5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.
6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted

of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.

7. The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the city fee schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the animal control authority may dispose of the dog and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the dog.

#### **K. DESTRUCTION OF THE DOG IN CERTAIN CIRCUMSTANCES**

The animal control authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;
2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation; or
4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The animal control authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section 5-4-12 of this chapter apply to this provision. (Ord. 1211, 5-10-2010)

#### 5-4-7: CARE OF ANIMALS:

The care, health, keeping, shelter, and maintenance of all animals shall conform with the statutory provisions of Minnesota statutes chapters 343 and 346, which are hereby incorporated by reference and adopted as part of this chapter. (Ord. 1211, 5-10-2010)

#### 5-4-8: PROHIBITIONS:

A person must not own or keep any animal that creates or constitutes a public nuisance. A public nuisance is defined as:

A. Owning or keeping animals that by virtue of the size, number, species, facilities for, and location is offensive because of, but not limited to, odor and noise or is dangerous to the public health, safety, or welfare;

B. Owning or keeping an animal in the city that unreasonably causes annoyance or disturbance to another person by habitually howling, yelping, barking, or crying. "Habitual howling, yelping, barking or crying" is defined as howling, yelping, barking, or crying for repeated intervals of at least three (3) minutes with less than one minute of interruption that can be heard at a location other than the animal keeper's property. Any such animal is hereby declared to be a public nuisance. No citation for public nuisance arising out of the above described behavior may be issued unless the animal control authority has personally observed such behavior and determined that a violation of this provision has occurred;

C. An animal that has been the subject of a violation of this chapter more than three (3) times in a twenty four (24) month period; or

D. Subject to the exceptions stated in section 5-4-12 of this chapter, an animal running at large within the city limits. (Ord. 1211, 5-10-2010)

#### 5-4-11: RIGHT OF ENTRY:

Animal control authority are authorized to enter onto any open yard or kennel in which an animal is kept at reasonable times for the purpose of discharging their duties imposed by this chapter where there is a reasonable belief that a violation of this chapter has been committed.

Animal control authority having reasonable cause to believe that a person has or is violating a provision of this chapter or the conditions, limitations, restrictions or prohibitions of any permit or license the city issues under this chapter, may apply to the appropriate authority as prescribed by law for a warrant empowering the animal control authority to enter the dwelling or residence of the owner or keeper of any animal for the purpose of investigating the same and to demand the owner's or keeper's presentation of the animal to the animal control authority. (Ord. 1211, 5-10-2010)



5-4-12: EXCEPTIONS:  

Notwithstanding any contrary provision in this chapter, the provisions and requirements relating to keeping animals under restraint and not having animals at large do not apply to the following animals:

- A. Guide or service dogs used by disabled persons;
- B. Dogs used by city agents or employees in connection with police activities;
- C. Tracking dogs used by persons who have obtained the city's prior written permission;
- D. Falcons; and
- E. Racing pigeons. (Ord. 1211, 5-10-2010)

5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:  

The provisions of this chapter may be enforced by the animal control authority with the assistance of other personnel when appropriate. (Ord. 1211, 5-10-2010)

5-4-14: PENALTY:  

Unless otherwise designated, a violation of any provision of this chapter is a misdemeanor. (Ord. 1211, 5-10-2010)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1:](#) See also section [10-5-7](#) of this code.

[Footnote 2:](#) See also section [6-1-4](#) of this code.

## Chapter 5

# PARKS AND RECREATION AREAS

7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

7-5-2: VEHICLES IN PARKS:

7-5-3: BOATS AND RECREATIONAL VEHICLES ON HORNBEAM LAKE:

**7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:**  

F. Animals: No person shall bring any animal into any park, public trail, or public sidewalk unless it is on a **leash** held by the owner no more than six feet (6') long. All animals are prohibited , on all athletic fields, courts, including within all fenced in athletic areas and park buildings,... No animal may be off **leash** in any park except the Dog Park located at Heritage Village Park 4321 65<sup>th</sup> St in the designated off **leash** animal area. Persons in control of animals within a park must promptly remove and dispose of the animal's waste. The prohibitions in this subsection shall not apply to service animals or to animals kept by the city, under the city's direction, or otherwise permitted by the city administrator.

## 10-2-2: DEFINITIONS:

- A. Limited to a maximum of twenty (20) dogs on site at any one time.
- B. No outdoor runs or kennels allowed.
- C. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- D. Dogs shall be on a **leash** not greater than six feet (6') in length and handled by an employee at all times when outside the building during the animal's stay.
- E. An employee shall remain on site at all times animals are on the premises including overnight.
- F. Dogs shall be kept inside at all times except when exercised by an employee.

#### 10-15H-4-8: PETS:

No owner or person in charge of any dog, cat or other pet animal shall permit same to run at large or commit any nuisance within the manufactured home park at any time. All pets must be on a leash not greater than six feet (6') at all times when out of doors or kept within an approved fenced area. (Ord. 1098, 11-8-2004)



## **MISCELLANEOUS INFORMATION**

# City of Inver Grove Heights

## Fee Schedule

| Type of License/Fee                           | Code Section | Expiration                                     | 2017 Fee                       | 2018 Fee                       | Proposed 2019                  |
|-----------------------------------------------|--------------|------------------------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Dog License                                   | 5-4-3        | 2-year license<br>4/30<br>1-year from issuance | \$20 Unaltered<br>\$12 Altered | \$20 Unaltered<br>\$12 Altered | \$20 Unaltered<br>\$10 Altered |
| Dog License Transfer Fee (Transfer Ownership) | 5-4-3        | 4/30<br>1-year from issuance                   | \$10 Unaltered<br>\$6 Altered  | \$10 Unaltered<br>\$6 Altered  | \$10 Unaltered<br>\$5 Altered  |
| Dog License (Duplicate)                       | 5-4-3        | 4/30<br>1-year from original issuance          | \$1                            | \$1                            | \$5                            |
| Dog Found without a License                   | 5-4-3        | 1-year from issuance                           |                                |                                | \$40 Unaltered<br>\$20 Altered |
| Dangerous Dog Hearing                         | 5-4-3        |                                                |                                |                                | \$200                          |

## Eric Carlson

---

**From:** Tracy Petersen  
**Sent:** Saturday, November 3, 2018 10:53 AM  
**To:** Eric Carlson  
**Subject:** FW: New request received  
**Attachments:** ATT00001.bin

FYI

**From:** do\_not\_reply@civicplus.com <do\_not\_reply@civicplus.com>  
**Sent:** Saturday, November 3, 2018 10:44 AM  
**To:** Tracy Petersen <tpetersen@invergroveheights.org>  
**Subject:** New request received

**Category Parks has received a new request.**

*Here is what we have on file:*

### Parks General Comments

#741

**Category:** Parks  
**Priority:** 3  
**Assigned To:** Petersen Tracy  
**Submitted:** 11/3/2018 10:44 AM  
**Source:** Website 75.73.235.164

#### SUBMITTER

**Bob Kuhns**  
7911 Blackstone Ave  
Inver Grove Heights, MN 55076

[View Request](#)

#### CONTACT

[rkuhns7911@comcast.net](mailto:rkuhns7911@comcast.net)  
651 450 9550

City Council  
Inver Grove Hts, MN 55076

#### REQUEST DETAILS

##### Description

The current dog leash laws are sufficient. I suggest enforcing them more strictly. Responsible dog owners and their dogs will suffer under the proposed changes. Dogs under voice command and owners who pick up after their pets are not being heard here. You are changing the rules without an alternative at this point. Listening only to the malcontents shows little concern for those who do obey the laws. Minimally, there should be no change until the off-leash park is available. Once again, the "Council" bends to those who scream the loudest.

##### Your Information

###### Name

Bob Kuhns

###### Fax Number

###### Email Address



Shared from the 11/3/2018 Star Tribune eEdition

## No pet license, no problem

Growing number of cities in the metro area are eliminating the requirement

By ERIN ADLER • [erin.adler@startribune.com](mailto:erin.adler@startribune.com)



DAVID JOLES • [david.joles@startribune.com](mailto:david.joles@startribune.com) Smaller dogs bounded toward a fence at Alimagnet Dog Park in Burnsville on Friday to check out a passing Doberman pinscher the other side.

From Burnsville to Crystal, many cities in the metro area no longer require residents to obtain pet licenses, calling the practice out-of-touch in an age when rabid dogs rarely roam and people have other ways to find their missing pets.

"What I've seen is some cities finding it is more of a headache ... than it is a benefit," said Graham Brayshaw, head veterinarian for the Animal Humane Society in Golden Valley.

Ad

▶ The latest municipalities to drop pet licenses include Mound, in 2016, and Orono, in 2017. The Crystal City Council in August informally decided to end licensing, while Burnsville officials agreed to do so at a work session last month.

The main reason, say city officials, is mass noncompliance. Few pet owners keep licenses up to date, if they get them at all.

You help save lives.

"We're only penalizing people who are rule followers," said Jeff Kolb, a Crystal City Council member, adding that those individuals probably already are responsible pet owners.

First Responder Discount

[LEARN MORE](#)

Pet licenses once purported to ensure that animals were vaccinated and could be easily reunited with their owners if lost. Yet, out of 8,000 households, only a few hundred Crystal residents have licenses. The fees probably don't even cover administration costs, Kolb said.

"We're not out there enforcing," said Catherine Pausche, Mound city finance director.

Orono Police Chief Correy Farniok said that social media and microchips combine to make a highly effective way to locate lost pets, recalling a Facebook post by an officer on a missing dog that was shared 4,000 times in an hour.

Ideas about pets have changed, said Burnsville City Council Member Cara Schulz. People used to keep them outside, let them run loose and brought them to the vet only rarely.



"Now your pets sleep on the bed with you," she said.

Some cities say that licenses still serve a purpose. Minneapolis' website highlights the revenue they generate, which pays for the sheltering and fees of lost pets.

### Changing practices

The practice of licensing pets emerged in the 1950s in rural areas as a way to figure out who they belonged to, Schulz said. During a rabies scare in 1970s, licenses were a means to show that the pets were up-to-date on vaccinations.

Minnesota law doesn't require cities to license pets. That's up to municipalities, which can enact ordinances specifying who must get a license, for how long and for how much.

Some cities require dogs, cats and other small pets to be licensed, while others license only dogs. Delano charges nothing for a license, while Minneapolis charges \$75 to license an unsterilized pet.

While some cities, like Bloomington, offer lifetime licenses with a one-time fee, others want residents to renew every year or two.

But Kevin Toskey, a research attorney for the League of Minnesota Cities, said there was "definitely a trend happening with [cities] not enforcing or repealing pet licensing."

There are a variety of reasons. Technology, including dog facial recognition software and microchips, is changing how we find lost animals, said Brayshaw. Microchips are now implanted between the shoulder blades of every dog at the Animal Humane Society and by many rescue organizations.

About a third of the pets belonging to the 85 million U.S. pet-owning households are microchipped, said Kate Vossen, a spokeswoman for HomeAgain, a popular microchip company. HomeAgain has reunited more than 2 million pets with their owners, she said.

City officials and experts said having pets wear a collar with identification and vaccination tags is still the most effective way to bring them home.

As for vaccinations, rabies is far less common today than in the past, Schulz said. Owners already must present vet records to take out pet insurance or enroll in doggy day care. Farniok said that when a dog bite is reported, police go directly to the owner to ask about vaccinations rather than check city records.

### Making a statement

The Minneapolis city website says that if pets are licensed, they are three times more likely to be returned if missing. In some cities, licensing fees help offset the costs of dog parks, and a license is needed to visit them.

Not every pet has a microchip, and microchips aren't infallible, Brayshaw said. He added that "dead-end" microchips, which lack current contact information for owners, are common.

Brayshaw said there are more important animal issues to focus on than licensing, though he wondered if licensing and vaccination might be more effective if mandated by counties or states rather than cities.

Few suburban pet owners recently interviewed said they had pet licenses. Some said they didn't know they existed, and others didn't see the point.

Lisa Bernier-Perleberg said she's lived in Crystal for 16 years but never purchased a license for her pets. "We always figured if we did get caught, it would be easier to just pay a fine," she said.

As her two Jack Russell terrier mixes, Fred and Wilma, frolicked at Burnsville's Alimagnet Dog Park, Mary Dean said she thought a dog license was "paperwork" rather than it's worth. Dean, of Apple Valley, said she might change her mind if license revenue went to animal shelters.

A few pet enthusiasts said there might be value in licensing pets. Amanda Waltz said she went 13 years without getting a dog license, but she would have had one if having one would have helped when her dog nipped a kid on a bike.

"Perhaps if licensed, [the dog] wouldn't have been slapped with a potentially dangerous animal label," said Waltz, of Crystal.

Kurt Martinson of Burnsville has a license for his mini Labradoodle, Wilma.

"I'm kind of civic-minded," he said. "If you're going to take on the responsibility of a dog, \$10 isn't a big deal. It makes a statement."

Erin Adler • 612-673-1781

**See this article in the e-Edition**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of North/South Valley Park Master Plan**

Meeting Date: November 13, 2018  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve the attached North/South Valley Master Plan.

**SUMMARY**

During the November 5<sup>th</sup> City Council Work Study Session, the Council reviewed a draft copy of the North/South Valley Park Master Plan and was comfortable moving forward with its adoption. Many of the amenities in North and South Valley Park are past their useful life and will be in need of replacement in the near future. The Park and Recreation Commission has been working on updating the North/South Valley Master Plan with the assistance of HKGI over the last year to help gain community feedback about the future of North and South Valley Parks. Our community engagement efforts included:

- In August of 2017 we hosted a “pop up park”
- Met with schools, library, and community groups
- Hosted a social pinpoint site on-line
- Public park meeting this past September to review proposed plans.

Generally, the Master Plan lays out the following concepts:

**North Valley Park**

- Repurpose the four (4) existing tennis courts into six (6) new pickleball courts
- Increase parking near the new pickleball courts providing approximately 20-25 stalls
- Relocate four (4) disc golf holes from South Valley Park to North Valley Park

**South Valley Park**

- Relocate four (4) disc golf holes from South Valley Park to North Valley Park
- Add approximately 20 community garden plots on top of hill off Borman Ave.
- Consider the addition of a lookout tower near community gardens to provide sweeping views of the valley
- Increase parking at the end of the existing parking lot towards the well house providing approximately 60 stalls
- Remove the baseball field and create an open green area for recreation/fitness programming
- Replace the playground equipment with both traditional and nature-based playground facility
- Replace the building and shelter with a new larger shelter that would include a restroom core
- Add a natural surface trail around the pond
- Add a small archery range
- Identify the natural trails in the park that will be maintained by the City



The Park and Recreation Commission reviewed this plan at their October meeting and is recommending approval by the Council.

As with many of the park project we have worked on, future improvements to North and South Valley Park(s) will need to be phased in over multiple years. Phasing of improvements may look like the following:

**2019**

- Work with disc golf community to relocate four, disc golf holes from South Valley to North Valley
- Begin to prepare the archery area
- Construct additional parking and pickleball courts in North Valley Park

**2020**

- Complete the archery area
- Replace the playground equipment
- Replace the picnic shelter

**2021**

- Construct additional parking in South Valley Park
- Remove the baseball field
- Construct community garden

Many of the improvements will be funded by the Park Capital Replacement Fund (Fund 444) which at the end of 2018 will have a balance of approximately \$1,500,000. The next few years of revenue and expenses for Fund 444 are assumed to be as follows:

**Cash Flow Park Capital Replacement Fund (Fund 444)**

|                            | <b>2019</b>      | <b>2020</b>      | <b>2021</b>    | <b>2022</b>    | <b>2023</b>    |
|----------------------------|------------------|------------------|----------------|----------------|----------------|
| Begin Year Balance         | 1,500,000        | 1,340,000        | 290,000        | 290,000        | 365,000        |
|                            | 250,000          | 250,000          | 250,000        | 250,000        | 250,000        |
| <b>Total Revenue</b>       | <b>1,750,000</b> | <b>1,590,000</b> | <b>540,000</b> | <b>540,000</b> | <b>615,000</b> |
| Playground Equipment       | 100,000          | 150,000          | 150,000        | 75,000         | 75,000         |
| Valley Park Improvements   | 300,000          | 1,000,000        |                |                |                |
| Tennis/BB Crt              |                  | 90,000           | 90,000         | 90,000         | 90,000         |
| Recreation Buildings       |                  |                  |                |                | 400,000        |
| Fishing Pier               |                  | 50,000           |                |                |                |
| Street Scape               | 10,000           | 10,000           | 10,000         | 10,000         | 10,000         |
| Total Expense              | 410,000          | 1,300,000        | 250,000        | 175,000        | 575,000        |
| <b>End of Year Balance</b> | <b>1,340,000</b> | <b>290,000</b>   | <b>290,000</b> | <b>365,000</b> | <b>40,000</b>  |

Information regarding the safety and insurance risk related to a potential archery range will be provided in the near future.



*Ethics, Excellence, Engagement*

# **CITY OF INVER GROVE HEIGHTS North South Valley Master Plan**

8150 Barbara Avenue, Inver Grove Heights, MN 55077

651-450-2500

[www.invergroveheights.org](http://www.invergroveheights.org)

# City Mission/Values

## The City Mission:

The mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community.

## The City Values:

- Ethical decisions by doing the right thing
- Engaged people by delivering collaborative results
- Excellence by setting high standards and exceeding expectations

## Framing Decisions:

- Ability to remain fiscally stable
- Improve or stabilize operational efficiencies
- Improve customer service
- Staying attentive to our regulatory environment

8150 Barbara Ave. Inver Grove Heights, MN 55077  
651-450-2500 [www.invergroveheights.org](http://www.invergroveheights.org)



Ethics, Excellence, Engagement

# Background

- August 2017 Council accepted a State Health Improvement Partnership Grant (SHIP) with Dakota County in the amount of \$15,000
- We were to incorporate items/issues into the 2040 Comp Plan that:
  - Encouraged active living and access to healthy food options
  - Ensure park design meets the needs of changing demographics
  - Develop strategies that engage community members who typically may not participate in such a process
- We used North and South Valley as a “pilot”

# North and South Valley Park(s)

## Master Planning Process

- Used HKGI to provide assistance
- Performed a walk audit of the park and surrounding area
- Hosted a “Pop up Park” meeting in August 2017 to solicit feedback
- Met with schools, library, and community groups
- Hosted a social pin point site “on-line”
- Host a neighborhood park meeting in September 2018 to review recommendations





# North Valley Park

- Repurpose the four (4) existing tennis courts into six (6) new pickleball courts
- Increase parking near the new pickleball courts providing approximately 20-25 stalls
- Relocate four (4) disc golf holes from South Valley Park to North Valley Park



8150 Barbara Ave. Inver Grove Heights, MN 55077  
651-450 2500 [www.invergroveheights.org](http://www.invergroveheights.org)



# South Valley Park

- 20 community garden plots on top of hill off Borman Ave.
- Lookout tower near community gardens to
- Increase parking near the well house providing approximately 60 stalls
- Remove the baseball field and create an open green area for recreation/fitness programming
- Replace the playground equipment with both traditional and nature-based playground facility
- Replace the building and shelter with a new larger shelter that would include a restroom core
- Add a natural surface trail around the pond
- Add a small archery range
- Identify the natural trails in the park that will be maintained by the City



# Phased Approach to Improvements/Changes

## 2019

- Work with disc golf community to relocate four disc golf holes from South Valley to North Valley
- Begin to prepare the archery area
- Construct additional parking and pickleball courts in North Valley Park

## 2020

- Complete the archery area
- Replace the playground equipment
- Replace the picnic shelter

## 2021

- Construct additional parking in South Valley Park
- Remove the baseball field
- Construct community garden



# QUESTIONS?

Eric Carlson – Parks & Recreation Director  
[ecarlson@invergroveheights.org](mailto:ecarlson@invergroveheights.org)

651.450.2587

8150 Barbara Ave. Inver Grove Heights, MN 55077  
651 450 2500 [www.invergroveheights.org](http://www.invergroveheights.org)



## **North/South Valley Master Plan (Text)**





INVER GROVE HEIGHTS

**NORTH AND SOUTH  
VALLEY PARKS  
ACTIVE LIVING  
MASTER PLAN**

DRAFT JANUARY 2018



# ACKNOWLEDGEMENTS

## PROJECT TEAM

Eric Carlson, Director of Parks and Recreation  
Brian Swoboda, Park Superintendent  
Tracy Petersen, Recreation Superintendent  
Hoisington Koegler Group, Inc. (HKGi), Project Consultants



## PARKS AND RECREATION ADVISORY COMMISSION (PRAC)

Kevin Sethre, Chair  
Kathryn Bauer, Vice Chair  
Joseph Boehmer  
Albert Eiden  
Wilfred Krech  
Patrick Farley  
Deb Tix  
Mark Freer  
Mary Gerhardt

This project was supported by the Statewide Health Improvement Partnership (SHIP), Minnesota Department of Health, and Dakota County Public Health Department, in partnership with the City of Inver Grove Heights.



THIS PLAN WAS ADOPTED ON \_\_\_\_\_ BY THE INVER GROVE HEIGHTS CITY COUNCIL



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## Chapter 1

# PLAN + PROCESS

Centrally located within the City of Inver Grove Heights, North and South Valley Parks are known for scenic views, winding trails, abundant wildlife, and a world-class disc golf course. Along with ball fields, picnic facilities, and tennis courts, these two parks are connected via a pedestrian tunnel for a combined area of 151 acres.

These parks have been essential to providing recreation and access to natural areas for Inver Grove Heights residents for many years. As development has grown in adjacent areas, North and South Valley Parks remain a beautiful and well-loved asset for the community.

This plan and planning process acknowledges that while these parks are successful today, there are future upgrades, improvements, or modifications that can help the parks to meet some of the changing needs and desires of the community.

# PURPOSE OF PLAN

This Master Plan is intended to guide future decisions and investments for North and South Valley Parks, with the expressed interest in expanding the role of the parks to include an Active Living component. The City of Inver Grove Heights Parks and Recreation Department, in partnership with Dakota County, State Health Improvement Partnership (SHIP) and the Minnesota Department of Health (MDH), has developed this master plan through a pilot design process intended to inform future master plans for other parks within Inver Grove Heights.

Near-term actions have been identified and prioritized, in combination with long-term considerations. Together, these recommendations provide a road-map for the City and partners to continue to work together to meet the changing needs of the community.

The following are specific project outcomes that were identified by the supporting agencies and the City of Inver Grove Heights:

- » Address park design and program to improve active living opportunities and healthy food access
- » Address walking and bicycling connectivity between North and South Valley Parks and nearby community destinations such as:
  - Inver Grove Heights Middle School
  - Simley Senior High School
  - Inver Glen Library,
  - Inver Hills Community College,
  - Highway 52 Trail and the Mississippi Regional Trail
  - Grocery stores along Cahill Avenue
  - CDA housing
  - Nearby residential neighborhoods
- » Address walking and bicycling connectivity along and across county roads such as 70th Street and 80th Street.
- » Create goals and/or policies that support Active Living and healthy food access in parks, to be included in the Inver Grove Heights 2040 Comprehensive Plan



# ACTIVE LIVING

Today, there is little debate about the benefits to increasing physical activity and promoting healthy eating for people of all ages in our communities. Parks play a significant role in providing opportunities for people to enjoyably engage in healthier lifestyles.

Active Living is a way of life that integrates physical activity and healthy eating into daily routines. Depending on one's age or abilities, there are a variety of amounts of daily exercise recommended in order to lead a healthy lifestyle. There are many ways to engage in daily exercise, such as biking, walking or gardening. Daily physical exercise can be achieved without expensive gym memberships or rigorous workout routines designed for athletes. Active Living can be achieved through small changes in our lifestyles, and can contribute to increasing social interactions and our connections to nature.

Our ability to integrate Active Living into our daily lives and into our communities is heavily influenced by the following environmental factors:

- » A varied mix of land uses
  - Locating places where we live, work, study, shop, eat, and play near each other make walking and biking more convenient
- » Functional, inviting, and attractive parks
  - Providing places that are engaging and inviting encourages us to get outdoors and enjoy physical activity
- » Safe and comfortable access to parks and the outdoors
  - Providing places where people of all ages, abilities can safely and comfortably access parks is one of the most influential factors to Active Living in the community. This includes providing visible signage and safe road crossings for pedestrians.
- » Access to healthy foods
  - Providing places where people can access healthy, fresh, and affordable food is a serious consideration for Active Living. There are a number of ways that parks can provide access to healthy foods, such as serving as a drop-off point for CSAs (Community Supported Agriculture), and providing community garden plots



Bike riding, community markets and festivals, dog walking and walking to school are all examples of Active Living principles in action



# COMMUNITY ENGAGEMENT

The master plan process was developed to engage residents in how parks can be better designed to encourage Active Living. Community engagement was approached to reach a broad demographic within the community, particularly seeking input from SHIP priority populations:

- » Residents who are aged 60 or older
- » Children
- » People with low incomes
- » People experiencing health disparities

In order to reach as many people as possible, community engagement was performed over the course of a three month process, integrating information gathered from a variety of events and interactions. Ideas and comments were gathered, documented, and analyzed (see Chapter 2: Existing Conditions), and used to directly inform the goals, actions and considerations for the master plan (see Chapter 3: Master Plan).

The following community engagement activities were performed during the planning process:



*Project team site visit*

## PROJECT TEAM SITE VISIT

The project team, consisting of Parks and Recreation Staff and the consultant team, gathered and toured South and North Valley Parks together early on in the planning process. This tour provided the consultant team with a foundational understanding of the existing inventory and condition of facilities and amenities, as well as an understanding of current maintenance and programming.

## POP-UP MEETING

The purpose of a pop-up meeting is to gather input from park users while they are actively engaged in park activities. The project team hosted a pop-up meeting in South Valley Park early on in the planning process, and gathered input from nearby residents, parents and children at the playground, disc golfers, dog walkers, trail walkers, and people interested in contributing to the future of the parks



*Pop-Up Meeting in South Valley Park*



## WALK-AUDIT / SURVEY

A Walk-Audit is a way to host a focused conversation with a small group of stakeholders, on-site, to gather detailed information about accessibility, comfort, and safety within and around the parks. The project team hosted a Walk-Audit early on in the planning process. A number of Parks and Recreation Advisory Commission members attended, as well as the City Administrator and Parks and Recreation Staff. The audit consisted of a 1-mile walk through North and South Valley Parks, including the intersection of Cahill Avenue and 70th Street.

Participants were asked to complete a written walk-audit survey at the completion of the walk. These written surveys were also distributed at the Pop-Up meeting for residents to complete.



Walk Audit

## EMAIL COMMENTS

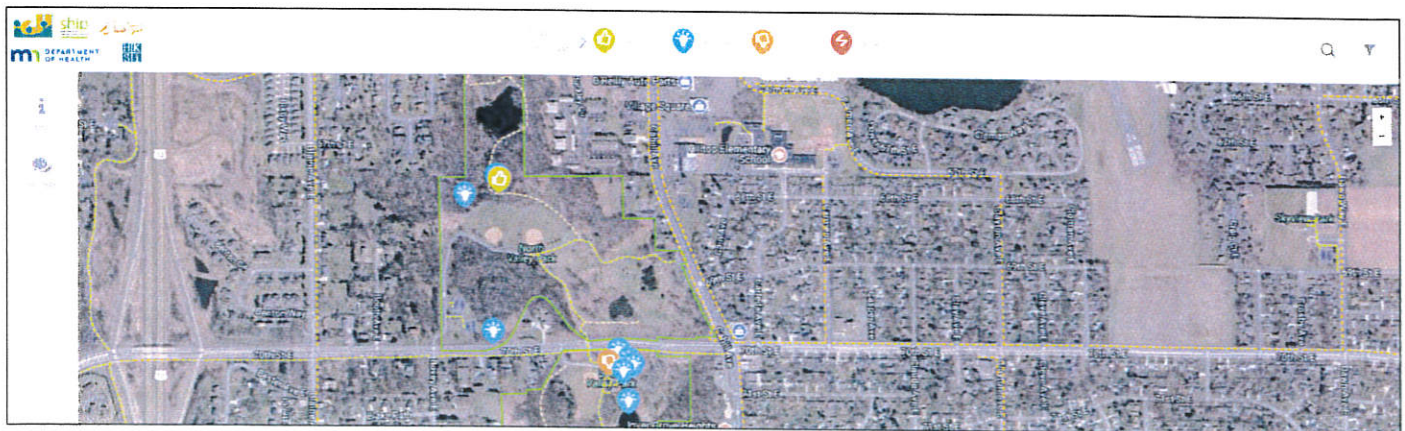
Over the course of the planning process, residents were encouraged to send any thoughts, ideas, or feedback regarding the future of North and South Valley Parks to the Director of Parks and Recreation. These email comments were gathered, processed, and taken into account for future recommendations.

## SOCIAL PINPOINT

Social Pinpoint is an interactive online mapping tool that is used to broadly gather input from the community. Residents were encouraged to visit the North and South Valley Parks Social Pinpoint site. Here, participants were invited to share their thoughts on ideas for improvements, as well as places where there are barriers to accessing the parks, and places where the parks are successful. Social Pinpoint participants can also view comments posted by other users and mark if they agree or disagree.

This tool was advertised by the Parks and Recreation Department through social media, as well as advertised at all other community engagement events. Over 100 people visited and provided comments on the social pinpoint site.

Survey Form



Social Pinpoint Web Tool

## WORKSHOP WITH PARKS AND RECREATION COMMITTEE

After collecting a broad range of comments from the community, the Project Team hosted an evening workshop with the Parks and Recreation Committee along with Parks and Recreation Staff to review ideas and develop goals and future actions.

## STAKEHOLDER CONVERSATIONS

While participation and engagement was robust at events and through online and survey for this project, an extra effort was put forth to ensure that the priority populations identified by SHIP were reached for community engagement. The Project Team contacted individuals at the following organizations and agencies and conducted in-person or phone interviews. These conversations contributed greatly to understanding the barriers and programmatic needs of older residents, people with disabilities, children, and residents with low incomes.

- » Physical Education instructors at Inver Grove Middle School and Simley High School
- » Program directors and coordinators at TriDistrict Community Education, specifically for Adults with Disabilities programming
- » Seniors involved at Veterans Memorial Community Center
- » Directors of Community Outreach and Programming at Neighbors, Inc., the primary food shelf serving Inver Grove Heights



# LESSONS LEARNED

Evaluating the planning process is an important step in any project, especially when the intent is to re-create the process for future park planning in Inver Grove Heights. The following list details aspects of the planning process that worked well and proved successful, as well as what could be modified or improved for future park master plans in Inver Grove Heights.

## WHAT WORKED WELL:

- » One-on-one stakeholder conversations served to provide qualitative insight for the barriers and challenges that vulnerable populations in Inver Grove Heights face regarding park usage, accessibility, food security, and overall programming
- » Social Pinpoint was successful in gathering and locating ideas from community members. This effort can be easily repeated or combined with a more in-depth web-based survey for future plans
- » On-site meetings, such as the Walk-Audit, Pop-Up meeting and initial site visit were essential to providing contextual information to the project team. Future planning efforts can build upon this by hosting more community meetings and events on-site during the planning process.

## IDEAS FOR FUTURE PLANNING:

- » The timeline for completing community engagement was compressed to just a few months for information gathering. Future planning processes will benefit from having a longer information gathering period to allow for more events, as well as allowing the Project Team time to adapt to input received. An increased project timeline will also allow for hosting events and web-based efforts to get plan and recommendation feedback on a broader scale.
- » North and South Valley Parks are just two of 28 parks within the City Inver Grove Heights Parks and Recreation system. Goals, priorities, and actions within North and South Valley Parks effect investments for other parks and vice-versa. The process for creating future park-specific master plans would benefit from creating a system-wide master plan that examines existing and future facilities, programs, and structures for all parks within the city.
- » At the time of the planning process for North and South Valley Parks master plan, the community was experiencing slight survey-fatigue, as a result of other concurrent planning efforts, such as the 2040 Comprehensive Plan. The project team was encouraged to find other methods of information gathering to avoid a city-wide survey. However, future park planning efforts could benefit from creating a concise and specific web-based park survey to gather ideas and information.







## Chapter 2

# EXISTING CONDITIONS

## ACTIVE LIVING IN INVER GROVE HEIGHTS

To begin addressing Active Living for North and South Valley Parks in Inver Grove Heights, it was necessary to look at existing contributing assets and influential factors for Active Living. Figure 2-1 shows the following features in Inver Grove Heights today:

- » Trails and sidewalk locations
- » Bikeways and regional trails
- » Parks
- » Recreation and community centers
- » Schools
- » Grocery stores
- » Other community destinations

Most of the community destinations that contribute to a community's level of Active Living in Inver Grove Heights exist within a half mile, (generally a 10-minute walk) of North and South Valley Parks, with the parks serving as a potential pedestrian and bicycle connection between a number of important destinations.



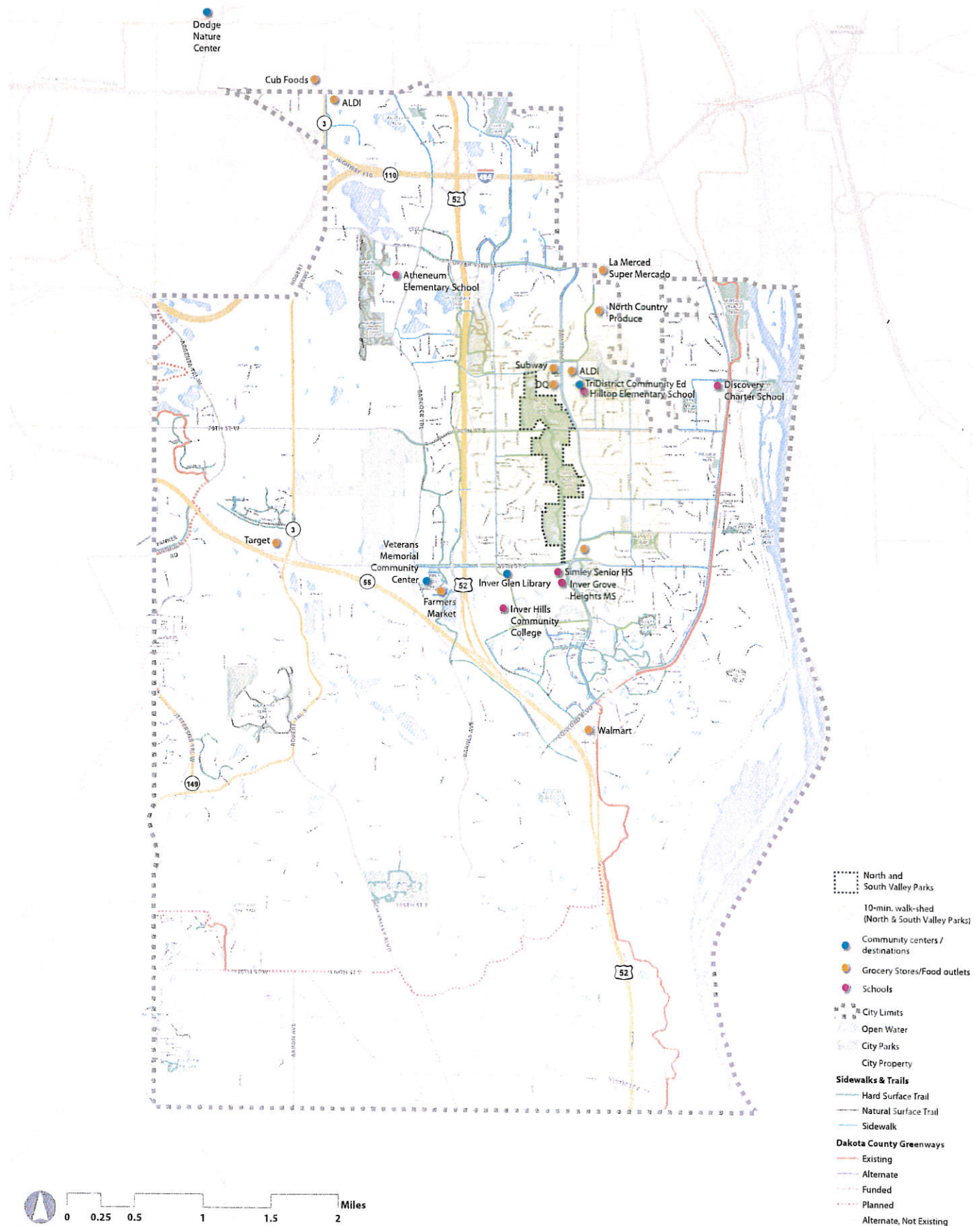


Figure 2-4 Active Living in Inver Grove Heights



# COMPREHENSIVE PLAN SURVEY

This master plan was created in coordination with the Inver Grove Heights Comprehensive Plan 2040 Update. Early in the comprehensive plan process, a community-wide survey was distributed through a web-based platform as well as through a paper survey. Over 600 people participated in this survey, which laid the groundwork for understanding how people use and view the parks in Inver Grove Heights today, as well as some insight into how residents would like to see parks function in the future.



Figure 2-2. This word cloud was created from comments taken from the Comprehensive Plan Survey. Words that are found most often in comments appear largest in this diagram. Parks are one of the most often discussed issues in Inver Grove Heights today.

## ISSUES AND OPPORTUNITIES

The following pages outline the issues and opportunities identified through site analysis and community input of North and South Valley Parks. During the initial site analysis and information gathering phase of the project, community input and ideas were categorized into five areas of focus:

- » Accessibility and Wayfinding to the Parks
- » Comfort and Safety within the Parks
- » Maintenance and Enforcement
- » Structures and Facilities
- » Programming

Within each area of focus, the following sections were created to help us understand where we are today:

- » Issues + Opportunities Analysis Map
  - A map that locates ideas and comments that were gathered during community engagement, as well as relevant site analysis
- » Overview of Existing Conditions
- » What We've Heard (and where we heard it from)
  - A log of comments, ideas, and observations related to issues and opportunities for North and South Valley Parks. This table helps us to understand what common ideas have been expressed during the planning process.
- » Photos
  - Images that help us to understand the existing conditions related to the area of focus

### WHAT WE HEARD

Below there are results from the Comprehensive Plan survey that either relate to the master plan effort for North and South Valley Parks, or relate to Active Living in Inver Grove Heights:

- » 35% of participants think that improving recreation, parks, and trails will have the greatest impact for improving the quality of life in Inver Grove Heights
- » 61.7% of participants feel that the existing parks and recreational facilities offered by the City meet their needs; 67.6% feel that park and recreation programming meets their needs
- » The top three park amenities that participants would like to see more of are: trails, water facilities (pools or splash pads), and social gathering spaces (concert or picnic amenities)
- » 41.1% of participants regularly leave the city to visit parks and trails elsewhere; 19.3% of participants leave the city to use health clubs
- » 43.7% of participants do not believe that there are enough places to gather and socialize in the city; 46.6% of participants prefer to gather and socialize in parks
- » 46.7% of participants believe that the sidewalk and trail system should be expanded and improved



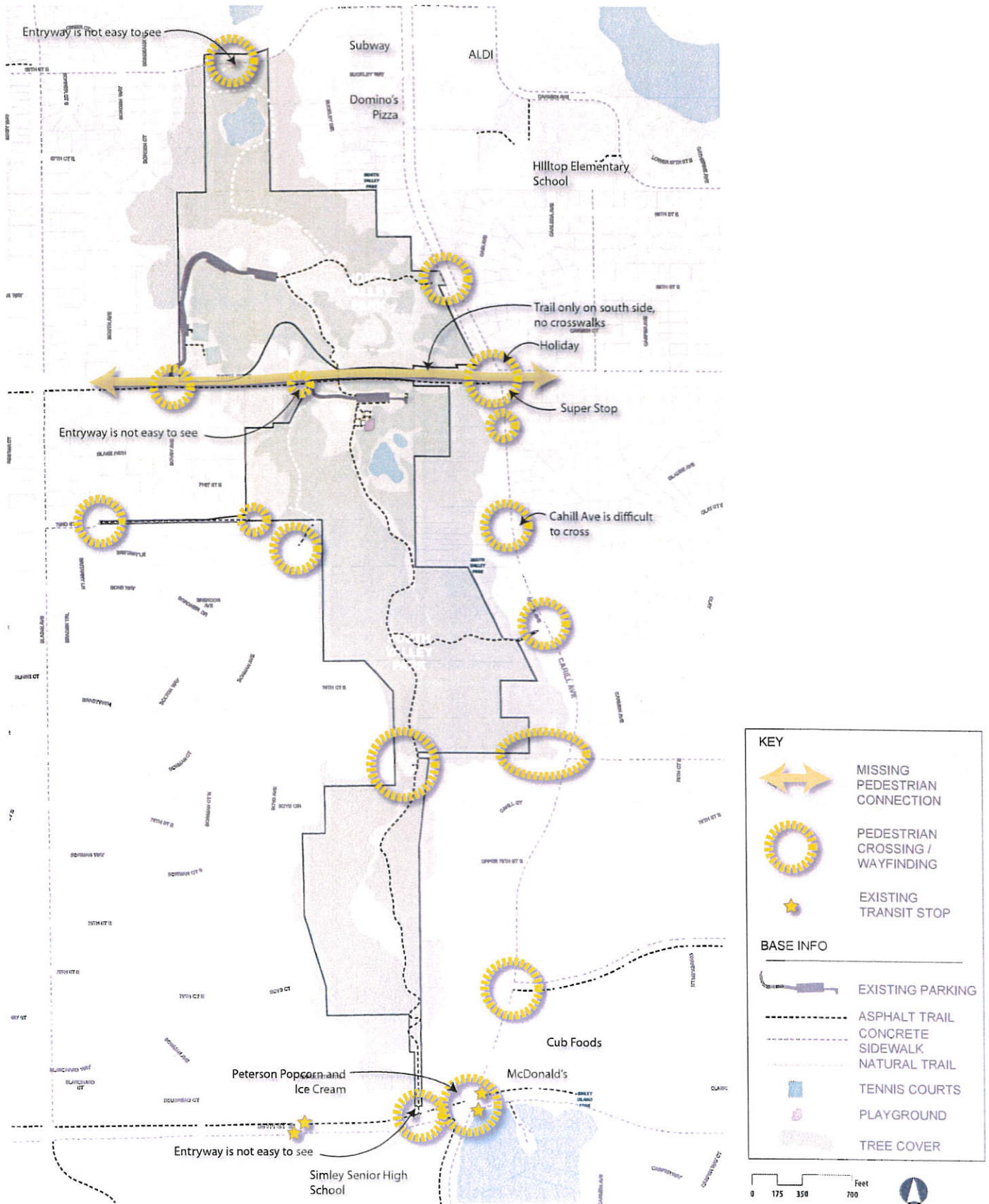


Figure 2-3 Issues and Opportunities for Access and Wayfinding

# ACCESSIBILITY + WAYFINDING TO THE PARKS

## EXISTING CONDITIONS

Accessibility and Wayfinding addresses the challenges and barriers that exist today that make it difficult for residents of Inver Grove Heights to reach North and South Valley Parks. For many people, the biggest barrier is not understanding where the park is located, and how one can enter the park. The steep topography of North and South Valley Parks is reflected in the namesake. People who pass by the parks on a regular basis may not be totally aware of the existence of the parks, as the grade drops significantly from the bordering streets and the heavily wooded areas along the edge of the park block views down into the valley.

For pedestrians and bicyclists, there are a number of existing trail entrances, most located along the east from Cahill Ave. There are few opportunities for pedestrians to cross Cahill Ave from the eastern neighborhoods. From the west side of North and South Valley Parks, there are a few more entrances for pedestrians and bicyclists. However, many of these entrances are inconspicuous and nearly hidden from sight.



Existing conditions at the intersections of 70th Street and Cahill Ave (Top), and 70th Street at North and South Valley Parks

EXISTING CONDITIONS

## WHAT WE'VE HEARD

| Comment                            |                                                                                                                                                                                                      | Where did we hear this? |                 |                |            |                     |                                             |                                   |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------|----------------|------------|---------------------|---------------------------------------------|-----------------------------------|
| What is Present?                   | What is missing? What could be improved?                                                                                                                                                             | Survey Forms            | Social Pinpoint | Email Comments | Walk-audit | Pop-Up Park Meeting | Project Team Observations/ Staff Site Visit | Targeted Stakeholder Conversation |
| 1. Access to the Park / Wayfinding | Trail along 70th Street is only on one side of the road (no access along north side of road) and could use upgrade/maintenance                                                                       | x                       |                 | x              | x          |                     | x                                           |                                   |
|                                    | Cahill Ave is difficult to cross; there are no pedestrian crossings between 70th and 80th Streets                                                                                                    | x                       | x               |                | x          |                     |                                             |                                   |
|                                    | Intersection at 70th Street and Cahill feels dangerous for pedestrians                                                                                                                               | x                       |                 |                | x          |                     | x                                           |                                   |
|                                    | It is difficult to see park entrances from 70th Street                                                                                                                                               | x                       |                 |                | x          |                     |                                             | x                                 |
|                                    | There are no crosswalks to North Valley Park (along 70th St.)                                                                                                                                        | x                       |                 |                | x          |                     |                                             |                                   |
|                                    | Public transit connections could be improved (currently the closest public transit stops are at Cahill Ave and 80th Street, and 80th Street and Boyd Ave at the south entrance to South Valley Park) | x                       |                 |                |            |                     |                                             | x                                 |
|                                    | More wayfinding signage is needed to direct people to the park; difficult to tell there is a park because of topography                                                                              | x                       |                 |                | x          |                     |                                             | x                                 |
|                                    | Access to the park for walkers/joggers could be improved                                                                                                                                             | x                       |                 |                |            |                     |                                             |                                   |
|                                    | Access to the park for people with disabilities could be improved                                                                                                                                    | x                       |                 | x              |            |                     |                                             | x                                 |
|                                    | Access to the park for bicyclists could be improved                                                                                                                                                  | x                       |                 |                |            |                     |                                             |                                   |
|                                    | The entryways are not visible or welcoming for people looking for the park                                                                                                                           | x                       |                 |                |            |                     |                                             |                                   |

Table 2.7 Community Comments on Access and Wayfinding



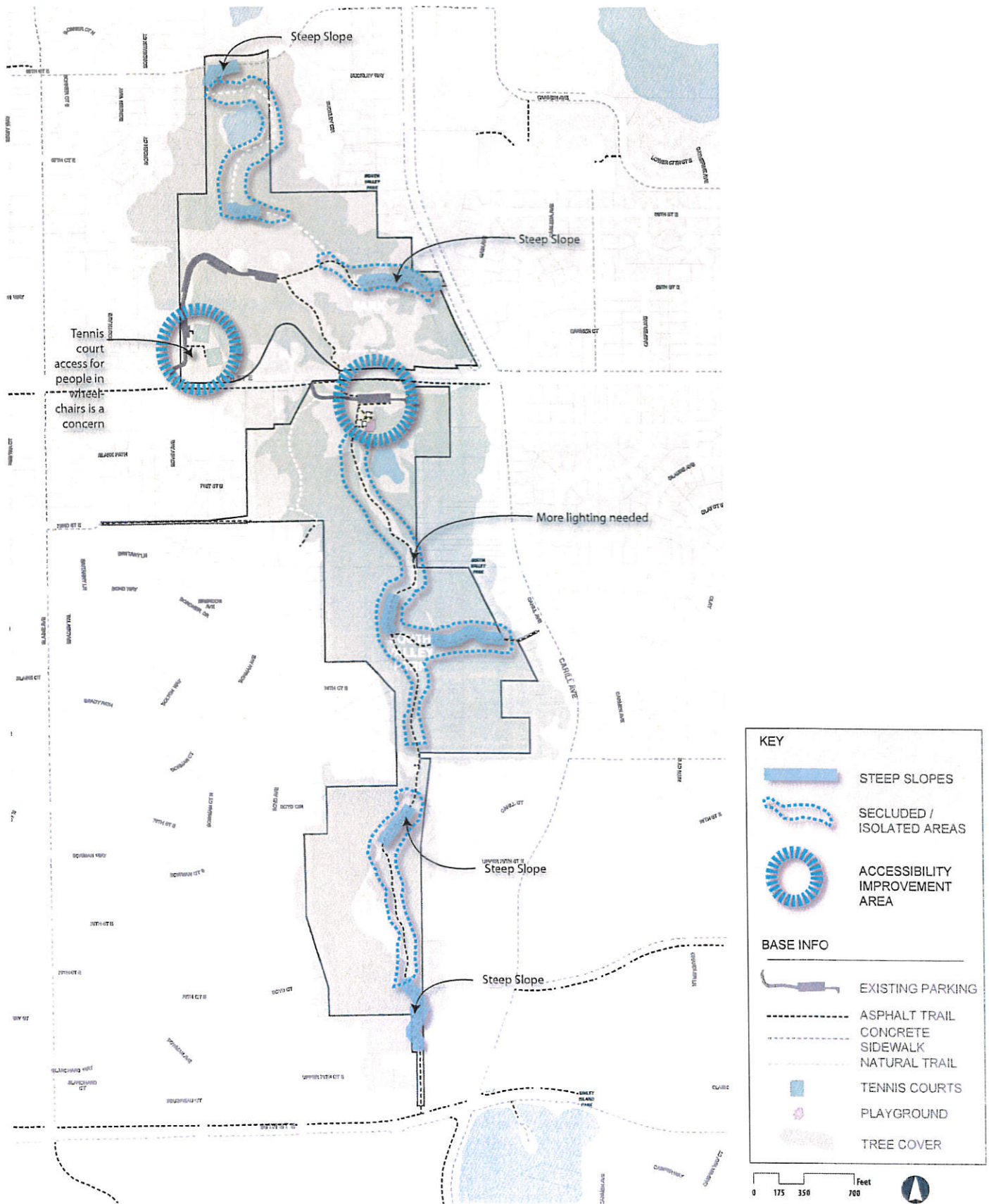


Figure 2.4 Issues and Opportunities for Accessibility, Comfort and Safety Within the Parks

# COMFORT & SAFETY WITHIN THE PARKS

## EXISTING CONDITIONS

Accessibility, Comfort, & Safety Within the Parks addresses the challenges and barriers that park users may experience within the bounds of North and South Valley Parks. Accessibility looks at the availability of parking, steepness of slopes of trails and walkways, and the ability for people of all ages and abilities to engage with the park facilities and enjoyment. Comfort is important for users of North and South Valley Parks, and is directly related to safety or the perception of safety within the parks. In North and South Valley Parks, there are a number of areas with steep slopes, due to the topography of the park areas. In general, most park users appreciate the natural beauty of the park and the serene, scenic views. However, these same characteristics can also contribute to a feeling of isolation for park users. Currently, there are only a few lights throughout the parks, and most people do not go to the parks after dark.



Trail in North Valley Park with a steep slope



Secluded area on the main paved trail in South Valley Park

## WHAT WE'VE HEARD

| Comment                                         |                                                                                                                                          | Where did we hear this? |                 |                |            |                     |                                             |                                   |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------|----------------|------------|---------------------|---------------------------------------------|-----------------------------------|
| What is Present?                                | What is missing? What could be improved?                                                                                                 | Survey Forms            | Social Pinpoint | Email Comments | Walk-audit | Pop-Up Park Meeting | Project Team Observations/ Staff Site Visit | Targeted Stakeholder Conversation |
| 2. Accessibility/Comfort/Safety within the Park | Paved trails in North Valley Park, and South Valley Park have steep grades (SVP towards 80th Street, NVP connection to east/Cahill Ave)  | x                       |                 | x              | x          | x                   | x                                           | x                                 |
|                                                 | Walking paths for people with disabilities could be improved                                                                             | x                       |                 | x              |            | x                   | x                                           | x                                 |
|                                                 | Portions of South Valley Park feel very secluded or isolated                                                                             | x                       |                 |                |            |                     |                                             |                                   |
|                                                 | More lighting along the trails is needed                                                                                                 | x                       | x               |                |            | x                   |                                             |                                   |
|                                                 | More drinking fountains throughout the park would be preferable, especially on south end trails and at the playground/parking lot in SVP | x                       | x               | x              |            |                     |                                             |                                   |
|                                                 | Need more benches throughout the park, more places to sit in the shade                                                                   | x                       |                 |                |            |                     |                                             |                                   |
|                                                 | Request to keep N/S Valley Parks as natural as possible                                                                                  |                         |                 | x              |            |                     |                                             |                                   |
|                                                 | New ADA accessible path near hole 16 is well-received                                                                                    |                         |                 |                | x          |                     |                                             |                                   |
|                                                 | Soft or natural trails are popular                                                                                                       | x                       |                 |                |            |                     |                                             |                                   |
|                                                 | Need more 'soft' trails (not paved)                                                                                                      |                         |                 |                |            |                     |                                             |                                   |
|                                                 | Tennis courts in NVP need to have locks/barriers removed to be ADA accessible                                                            |                         |                 | x              |            |                     |                                             |                                   |
|                                                 | Tennis courts are popular                                                                                                                |                         |                 |                |            |                     |                                             |                                   |

Table 2-1: Community Comments on Accessibility, Comfort, and Safety within the Parks



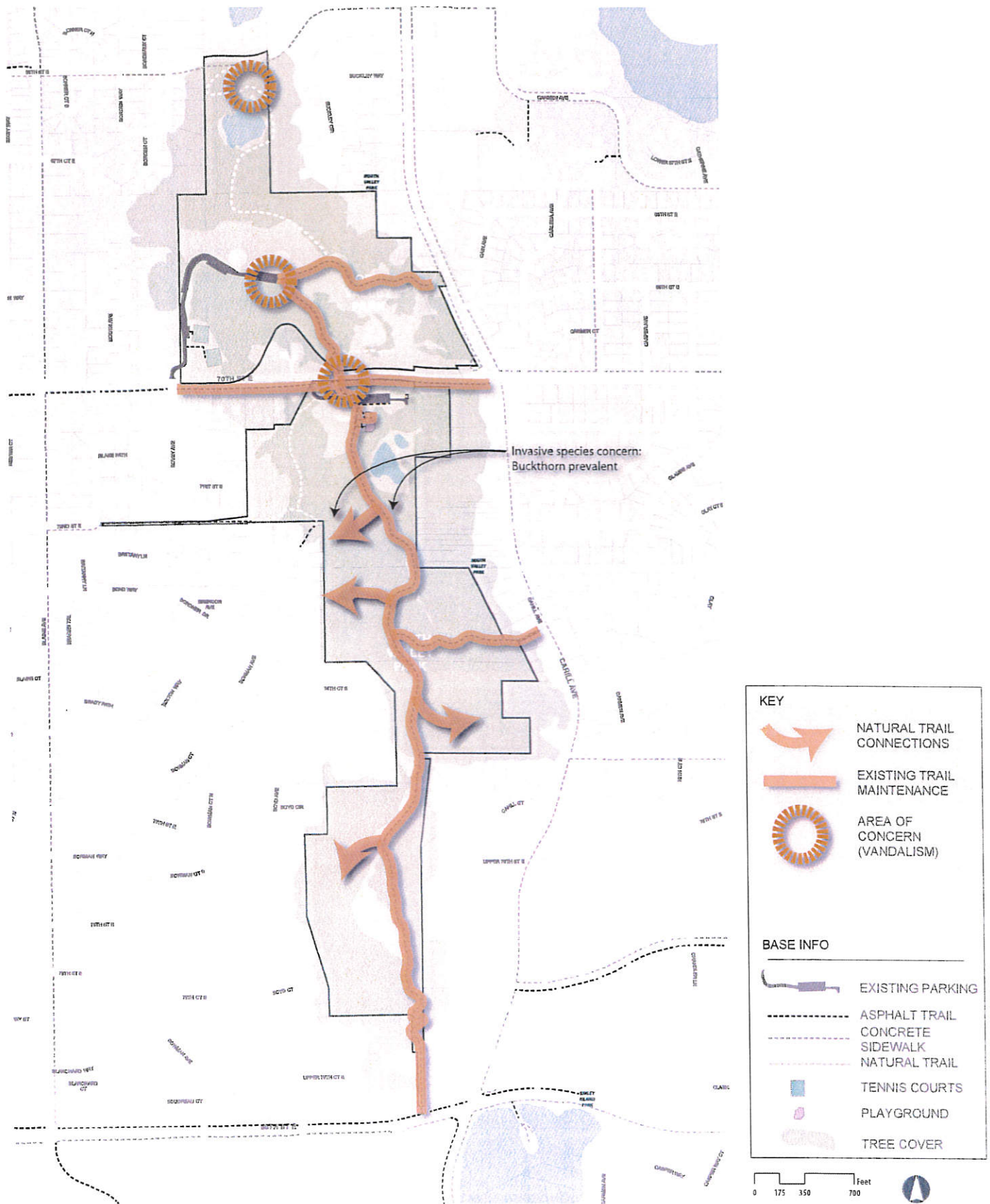


Figure 2.5 Issues and Opportunities for Maintenance and Enforcement

# MAINTENANCE & ENFORCEMENT

## EXISTING CONDITIONS

Regular maintenance is performed by the Parks and Recreation Department and includes dragging of ball field surfaces (1x/week in the summer), mowing turf lawn sections throughout, including along trails (1x/week), trash removal (3x/week). Additionally, an Adopt-A-Park program connects volunteers with North and South Valley Parks to assist with trash removal and light park maintenance. Additional maintenance throughout the park, such as repainting of the tunnel and tree or storm debris removal occurs on an as-needed basis. 'Natural' trails (unpaved) throughout South Valley Park have been created by neighbors and have been kept up informally.

Police presence in North and South Valley Parks is intermittent and is more frequent during events. Some areas within the parks, such as the pedestrian tunnel between North and South Valley Parks at 70th Street, are occasionally vandalized with graffiti.



The pedestrian tunnel under 70th Street between North and South Valley Parks after a fresh coat of paint

## WHAT WE'VE HEARD

|                                   | Comment                                                                  |                                                                                                                                               | Where did we hear this? |                 |                |            |                     |                                             |                                   |
|-----------------------------------|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------|----------------|------------|---------------------|---------------------------------------------|-----------------------------------|
|                                   | What is Present?                                                         | What is missing? What could be improved?                                                                                                      | Survey Forms            | Social Pinpoint | Email Comments | Walk-audit | Pop-Up Park Meeting | Project Team Observations/ Staff Site Visit | Targeted Stakeholder Conversation |
| 3. Park Maintenance / Enforcement |                                                                          | Trails are not currently plowed in the wintertime; this would be great                                                                        | x                       |                 | x              | x          |                     |                                             |                                   |
|                                   |                                                                          | More police presence is needed throughout the park                                                                                            | x                       |                 |                |            | x                   |                                             |                                   |
|                                   |                                                                          | Graffiti/vandalism is a problem                                                                                                               | x                       |                 |                |            | x                   |                                             |                                   |
|                                   |                                                                          | Natural trails are created and maintained by individuals rather than Parks and Rec Dept.; natural trails should be maintained more frequently | x                       | x               | x              |            |                     | x                                           |                                   |
|                                   |                                                                          | Deer / animal management could be better                                                                                                      |                         |                 |                |            | x                   |                                             |                                   |
|                                   |                                                                          | More open "natural" space is desired                                                                                                          | x                       |                 |                |            |                     |                                             |                                   |
|                                   |                                                                          | Separate trash and recycling bins needed                                                                                                      | x                       |                 |                |            |                     |                                             |                                   |
|                                   |                                                                          | Request for more invasive species removal, such as removing buckthorn                                                                         |                         |                 | x              |            |                     |                                             |                                   |
|                                   |                                                                          | Native seeding / native planting areas / direct hardwood seeding is supported                                                                 |                         |                 |                |            | x                   | x                                           |                                   |
|                                   | Some ash trees have been removed, no signs of Emerald Ash Borer yet      |                                                                                                                                               |                         |                 |                |            |                     | x                                           |                                   |
|                                   |                                                                          | More trash cans needed throughout the park, along trails                                                                                      | x                       | x               |                |            |                     |                                             |                                   |
|                                   |                                                                          | Some clarity needed regarding dog policy within NVP/SVP; too many off-leash dogs                                                              |                         |                 | x              |            |                     | x                                           |                                   |
|                                   | In general, the parks are really well-maintained "IGH does a great job!" |                                                                                                                                               | x                       |                 | x              | x          | x                   |                                             |                                   |
|                                   | All of the sports fields, courses, and courts are in great condition     |                                                                                                                                               | x                       |                 | x              | x          |                     |                                             |                                   |

Table 2-3: Community Comments on Maintenance and Enforcement



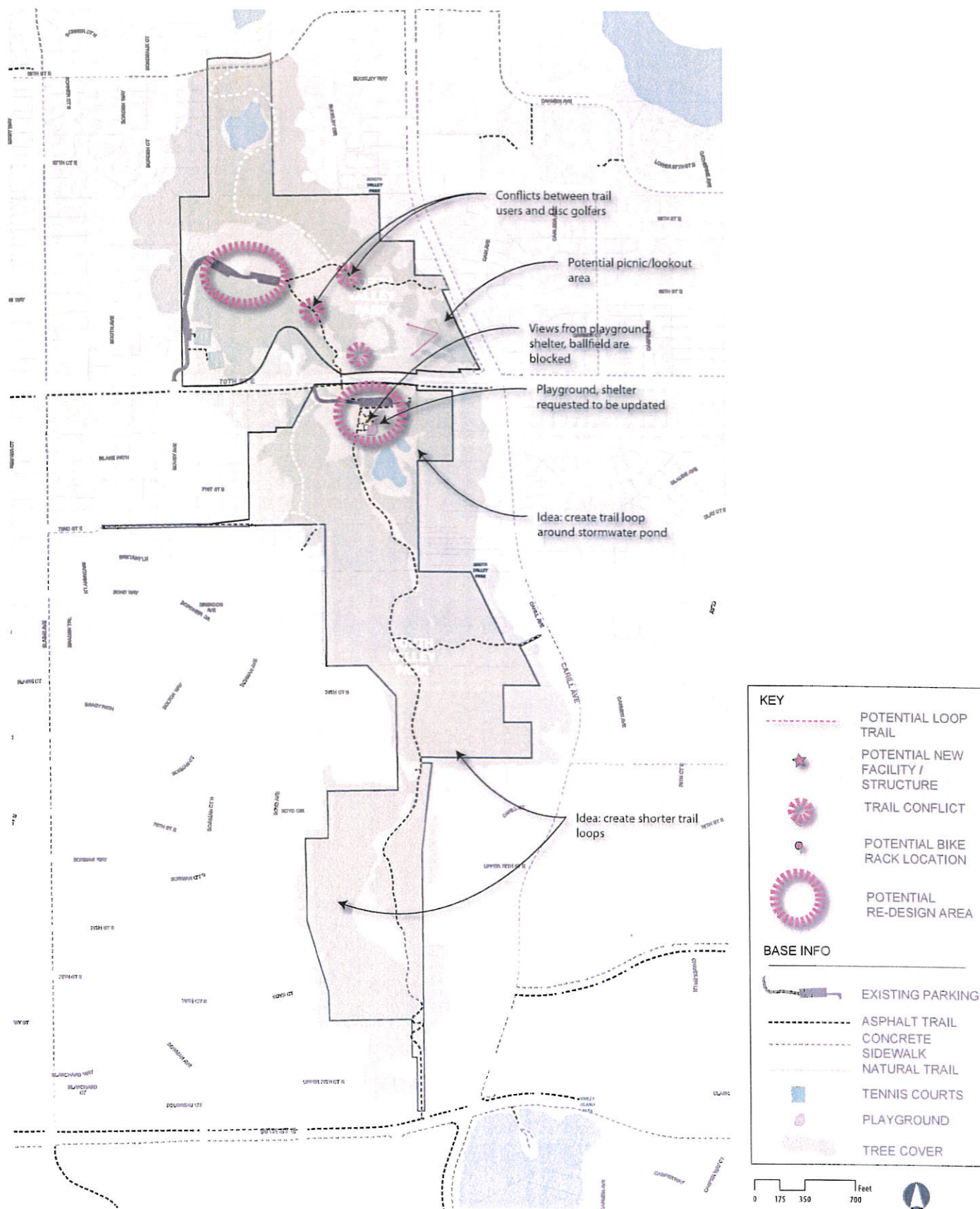


Figure 2-5 Issues and Opportunities for Facilities and Structures



# FACILITIES + STRUCTURES

## EXISTING CONDITIONS

Existing structures and facilities at South Valley Park include:

- » Playground
  - Playground is 20 years old; the current Playground Replacement Plan calls for replacement every 20 years
  - Playground placement makes it difficult for parents to watch children who may be in multiple places throughout the park
  - The current playground has mulch surfacing and has a retaining wall with a chain link fence separating the play area from a nearby stormwater pond
- » Picnic shelter / pavilion and storage building
  - Buildings are over 40 years old and are dated
  - Shelter is rented out for events such as family picnics nearly every weekend in the year
  - Restroom facilities are included in the storage building and are opened only during shelter rentals
- » Parking lot
  - South Valley Park has a parking lot, accessed from 70th Street
  - (2) Portable toilets are placed in the parking area to service the park
- » Ball field
  - Not currently programmed for sports events
- » Sledding hill
  - Located to the southwest of the ball field
  - Very popular
- » Trails
  - Nearly 1.5 miles of paved trail connecting the parking area to 80th Street, with a connection to Cahill Ave at the midpoint
  - Unpaved, cleared trails (natural trails) connecting the northwest area of South Valley Park to the ballfield area
  - More unpaved, cleared trails exist through the park and are maintained informally by neighbors

Existing structures and facilities in North Valley Park include

- » 18-hole disc golf course
  - A third-party vendor rents discs from the central parking area in North Valley Park
- » Ball fields (2)
  - These fields are used as soccer fields as well and are steadily programmed through recreation and club leagues
- » Tennis courts (4)
- » Trails
  - Approximately .75 miles of paved trails connecting to South Valley Park through a tunnel under 70th Street and a trail to Cahill Ave
  - Unpaved, cleared (natural) trails connect to 65th Street in the north



Existing playground



Existing picnic shelter



Parking lot and beginning of trail



Ball field at South valley Park





(Clockwise from top right) Wetland area in North Valley Park, Well house at Cahill Ave in North Valley Park, Disc golf rental trailer, portable toilet in South Valley Park, Natural trail and a paved trail in South Valley Park.



# WHAT WE'VE HEARD

| Comment                         |                                                                                                              | Where did we hear this? |                 |                |            |                     |                                             |                                   |
|---------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------|-----------------|----------------|------------|---------------------|---------------------------------------------|-----------------------------------|
| What is Present?                | What is missing? What could be improved?                                                                     | Survey Forms            | Social Pinpoint | Email Comments | Walk-audit | Pop-Up Park Meeting | Project Team Observations/ Staff Site Visit | Targeted Stakeholder Conversation |
| 4. Park Facilities / Structures | Views from picnic shelter, playground, ball field are blocked                                                | x                       |                 |                |            | x                   | x                                           |                                   |
|                                 | Picnic shelter is in need of replacing or updating                                                           | x                       | x               |                |            | x                   | x                                           |                                   |
|                                 | Picnic shelter with accessible kitchen facilities would be welcomed                                          |                         |                 |                |            |                     |                                             | x                                 |
|                                 | Tables and chairs to accomodate people with disabilities is needed                                           |                         |                 |                |            |                     |                                             | x                                 |
|                                 | Need for larger picnic facilities, more space for larger families, bigger events/gatherings                  | x                       |                 |                |            | x                   | x                                           |                                   |
|                                 | Multi-purpose accessible areas for yoga/dance/zumba would be welcomed                                        |                         |                 |                |            |                     |                                             | x                                 |
|                                 | Playground is inaccessible; adaptive playground equipment would be great for those with disabilities         |                         |                 |                |            |                     |                                             | x                                 |
|                                 | Playground is in need of update                                                                              | x                       | x               |                |            | x                   | x                                           |                                   |
|                                 | Playground is in a poor location                                                                             | x                       |                 |                |            | x                   | x                                           |                                   |
|                                 | Another picnic area at NVP along Cahill Ave / overlook could be a possibility                                |                         |                 |                | x          |                     |                                             |                                   |
|                                 | Need for bike racks                                                                                          | x                       |                 |                |            | x                   |                                             |                                   |
|                                 | Need for more parking during large events                                                                    | x                       | x               |                |            |                     | x                                           |                                   |
|                                 | Sledding hill is very popular                                                                                | x                       |                 |                |            | x                   | x                                           |                                   |
|                                 | Snowshoeing is popular                                                                                       |                         |                 |                |            | x                   |                                             |                                   |
|                                 | Idea for a warming hut to increase winter use                                                                | x                       |                 |                |            | x                   |                                             |                                   |
|                                 | Support for archery range                                                                                    | x                       | x               |                |            |                     |                                             |                                   |
|                                 | Great tennis courts                                                                                          |                         |                 |                |            | x                   |                                             |                                   |
|                                 | Support for amphitheater                                                                                     |                         |                 |                |            | x                   | x                                           |                                   |
|                                 | Disc Golf Course is really popular                                                                           | x                       |                 | x              | x          |                     | x                                           |                                   |
|                                 | Public garden or community garden space                                                                      | x                       |                 |                |            |                     |                                             | x                                 |
|                                 | Ball fields are under-used in South Valley Park                                                              | x                       |                 |                |            |                     | x                                           |                                   |
|                                 | Request for dedicated pickle-ball courts (separate from tennis) and supply of pickleballs                    | x                       |                 | x              |            | x                   |                                             | x                                 |
|                                 | Trails are linear and require users to head in one direction, turn around and return                         | x                       |                 |                | x          | x                   | x                                           |                                   |
|                                 | Trails could have better connection to stormwater pond                                                       |                         |                 |                |            |                     | x                                           |                                   |
|                                 | Paved trails are popular, well-loved, good wildlife viewing                                                  | x                       |                 | x              |            |                     | x                                           |                                   |
|                                 | Natural trails are popular, well-loved; good wildlife viewing                                                | x                       | x               | x              |            | x                   | x                                           |                                   |
|                                 | Natural trails need signage, wayfinding, mapping                                                             |                         |                 |                |            |                     |                                             |                                   |
|                                 | Splash pad / water feature is supported                                                                      |                         |                 |                |            | x                   | x                                           |                                   |
|                                 | Concern for cost of any new or renovated structures or improvements                                          | x                       |                 |                |            | x                   |                                             |                                   |
|                                 | Having some trails with steep inclines is nice for exercise (even though some might not be able to use them) | x                       |                 |                |            |                     |                                             |                                   |

Table 2-4 Community Comments & Responses to Structures

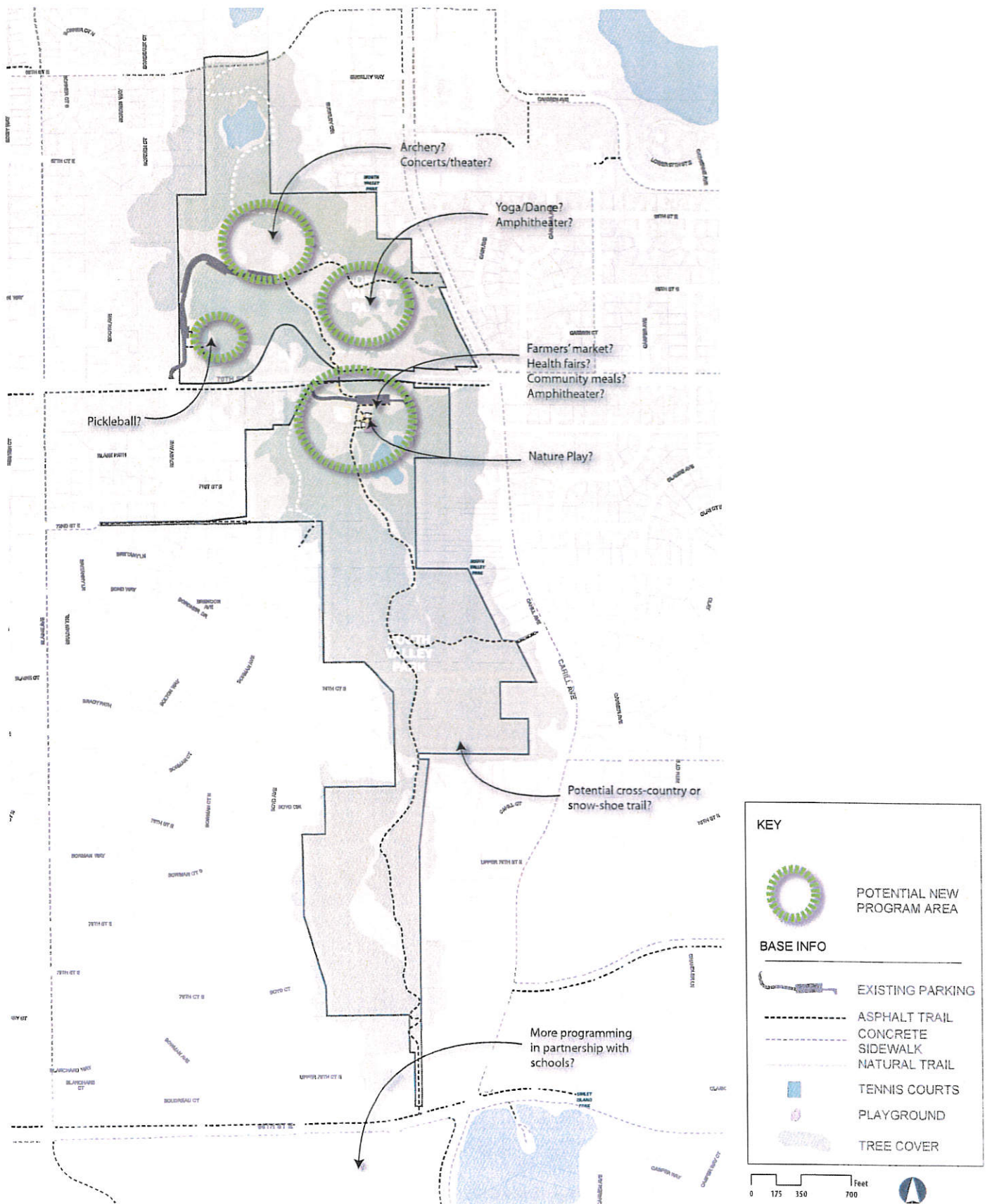


Figure 2-7 Issues and Opportunities for Programming



# PROGRAMMING

## EXISTING CONDITIONS

Current programming in North and South Valley Parks consists of scheduling ball field use for baseball and soccer, as well as tournaments hosted on the disc golf course. These events are organized through the Parks and Recreation Department. Informally, there is a group of walkers organized through Veteran's Memorial Community Center who take advantage of the trail system. Other informal programming that occurs in North and South Valley Parks include picnic shelter rental for family gatherings.

Programming for the parks is advertised through a seasonal brochure posted by the Parks and Recreation Department, as well as through social media (Facebook, Twitter, and Instagram).

## WHAT WE'VE HEARD



2017 Fall Parks and Recreation Brochure

EXISTING CONDITIONS

|                     | Comment                                                                                      |                                                                                                                | Where did we hear this? |                 |                |            |                     |                                             |                                   |   |
|---------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------|-----------------|----------------|------------|---------------------|---------------------------------------------|-----------------------------------|---|
|                     | What is Present?                                                                             | What is missing? What could be improved?                                                                       | Survey Forms            | Social Pinpoint | Email Comments | Walk-audit | Pop-Up Park Meeting | Project Team Observations/ Staff Site Visit | Targeted Stakeholder Conversation |   |
| 5. Park Programming |                                                                                              | Farmers market location in the future                                                                          | x                       |                 |                |            | x                   | x                                           |                                   |   |
|                     |                                                                                              | Allow community members to assist with gardening, flowers, landscaping                                         | x                       |                 |                |            | x                   |                                             |                                   | x |
|                     |                                                                                              | Health fairs could be held in the parks                                                                        | x                       |                 |                |            |                     |                                             |                                   | x |
|                     |                                                                                              | Community meals/similar events could be held in the parks                                                      | x                       |                 |                |            |                     |                                             |                                   | x |
|                     |                                                                                              | Healthy food trucks at park events                                                                             | x                       |                 |                |            | x                   |                                             |                                   |   |
|                     |                                                                                              | Some question whether healthy food/eating/active living should be programmed into parks                        | x                       |                 |                |            |                     |                                             |                                   |   |
|                     |                                                                                              | Support for theater/music/concert series in the parks (Shakespeare in the Park, IGH Concert Band, for example) |                         |                 |                |            | x                   | x                                           |                                   |   |
|                     | North Valley Park focus on active recreation / South Valley Park focus on passive recreation |                                                                                                                |                         |                 |                |            |                     | x                                           |                                   |   |
|                     |                                                                                              | Ballfield in SVP is under-programmed, could be re-purposed                                                     |                         |                 |                |            |                     | x                                           |                                   |   |
|                     | Geo-caching is popular at NVP and SVP                                                        |                                                                                                                |                         |                 |                |            |                     | x                                           |                                   |   |
|                     |                                                                                              | Cross-country skiing                                                                                           |                         |                 |                |            | x                   | x                                           |                                   |   |
|                     |                                                                                              | Yoga and Dance                                                                                                 |                         |                 |                |            | x                   |                                             |                                   | x |
|                     |                                                                                              | Nature Play                                                                                                    |                         |                 |                |            | x                   |                                             |                                   | x |
|                     |                                                                                              | Archery                                                                                                        |                         |                 |                |            | x                   |                                             |                                   |   |
|                     | SVP is very family-friendly                                                                  |                                                                                                                |                         |                 |                |            |                     |                                             |                                   |   |
|                     |                                                                                              | Pickleball                                                                                                     | x                       | x               | x              | x          |                     | x                                           |                                   | x |
|                     |                                                                                              | Rideshare / transportation network for those with transportation needs                                         |                         |                 |                |            |                     |                                             |                                   | x |
|                     |                                                                                              | More programming connected to local partnerships (ISD 199, TriDistrict CE, Neighbors Inc., etc.)               |                         |                 |                |            |                     |                                             |                                   | x |
|                     | Snowsports with grandkids is great                                                           |                                                                                                                |                         |                 |                |            |                     |                                             |                                   |   |

Table 1-4: Community Comments on Programming







## Chapter 3

# MASTER PLAN

## GUIDING PRINCIPLES

To following principles guided the creation of the Master Plan Concept:

- » Build off of what assets exists today.
- » Work incrementally with near-term actions, keeping in mind long-term considerations.
- » Understand that park investments are not just about buildings and sports facilities. Programs play a large role in how the parks function.
- » Creating strong partnerships with local organizations will increase likelihood of plan implementation
- » Create ways to gather community input and evaluate progress on a regular basis

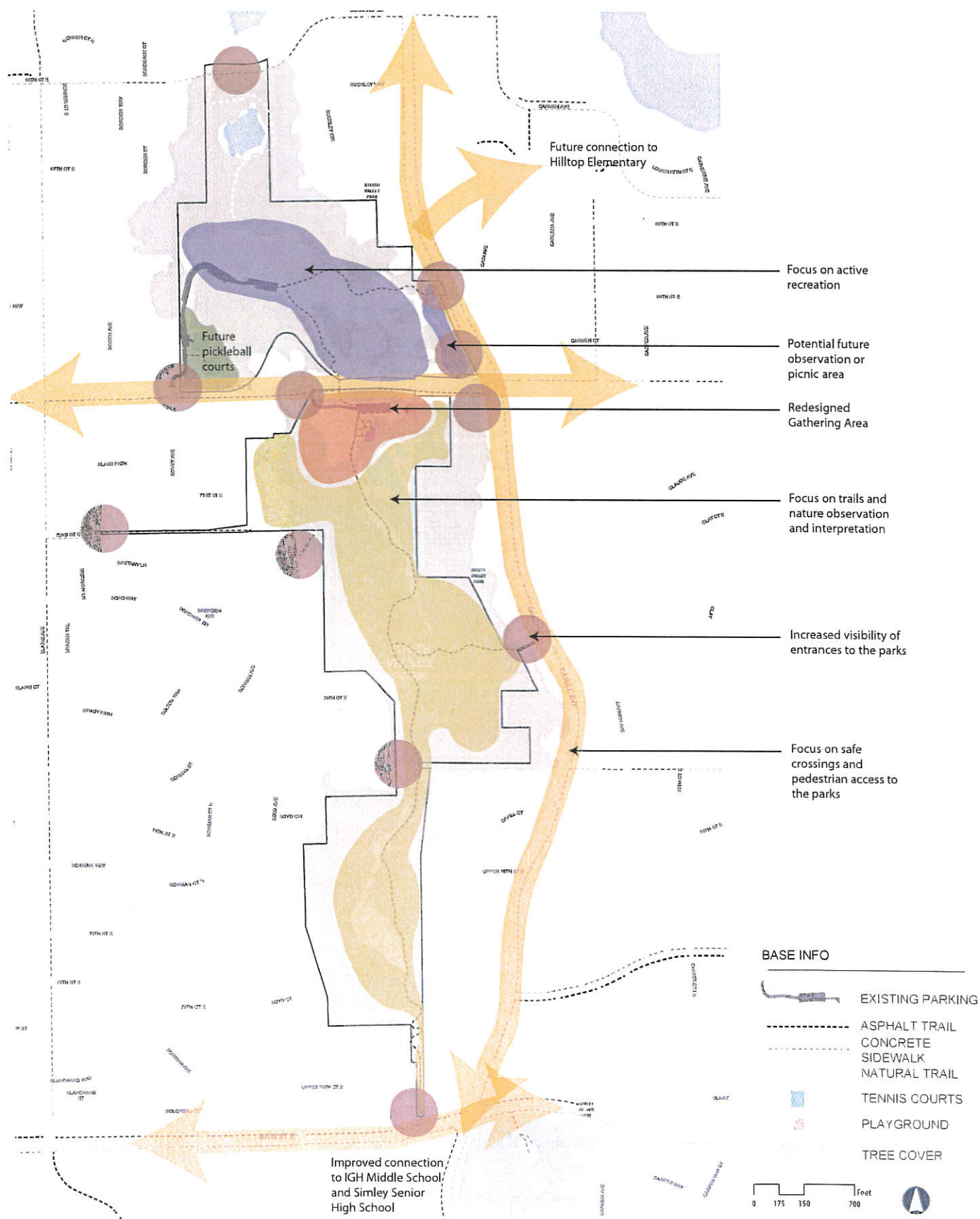


Figure 10: Master Plan Concept for North and South Valley Parks



# MASTER PLAN CONCEPT

The Master Plan Concept for North and South Valley Parks was developed to include the following elements:

- » North Valley Park is to remain focused on active recreation, with disc golf, racquet sports (tennis and pickleball), and the ball fields to serve as the main activities, with and trails serving as secondary connections between activity spaces
- » South Valley Park is more focused on passive recreation, with trails and nature observation or interpretation as the main activity
- » The open area of the north side of South Valley Park is to be dedicated to community gathering and multi-purpose spaces, such as picnicking, playground use, and events
- » Along the eastern side of the parks at Cahill Ave and nearby intersections, the focus is on creating safe and convenient ways for pedestrians to access trails and park entrances, as well as increasing visibility of the parks
- » Along the western boundaries of the park, the focus is to enhance visibility of existing park entrances
- » Overall, the future of North and South Valley Parks will include considerations for creating more accessibility for people of all ages and abilities, as well as finding ways for more people in the community to become stewards of the parks

## COMPREHENSIVE PLAN ELEMENTS

This Master Plan was created in coordination with the 2040 Comprehensive Plan Update for Inver Grove Heights. The following are development concepts that work in tandem with the 2040 Comprehensive Plan:

- » Focus on Cahill Ave streetscape improvements to improve the conditions for pedestrian connections
- » Create better connections to Hilltop Elementary School and future development sites near the intersection of 65th Street and Cahill Ave.
- » Focus on programming in the park to address a desire from the community for more food-related options and destinations

## ORGANIZATION OF PLAN

Master Plan elements were formed in coordination with each area of focus identified during the analysis of issues and opportunities (see Chapter 2: Existing Conditions). The following materials were then created to help us understand where future investments and projects have been identified:

- » Future Improvements Map
  - The physical placement and location of future improvements are shown on a Future Improvements Map
- » Goals
  - Goals were developed to help drive future actions, as well as to help understand the context of future actions
- » Near-Term Considerations
  - Near-term considerations were identified that support each goal. These are actions or considerations that are prioritized and will be implemented over the next 0-5 years.
- » Long-Term Considerations
  - Long-term considerations were identified, which also support each goal. These considerations may not be a priority in the first few years of implementation of this master plan, but may play a more important role as short-term actions are completed or as conditions change in the future.
- » Precedent Imagery
  - Images that help us to understand what future improvements may look like in the future

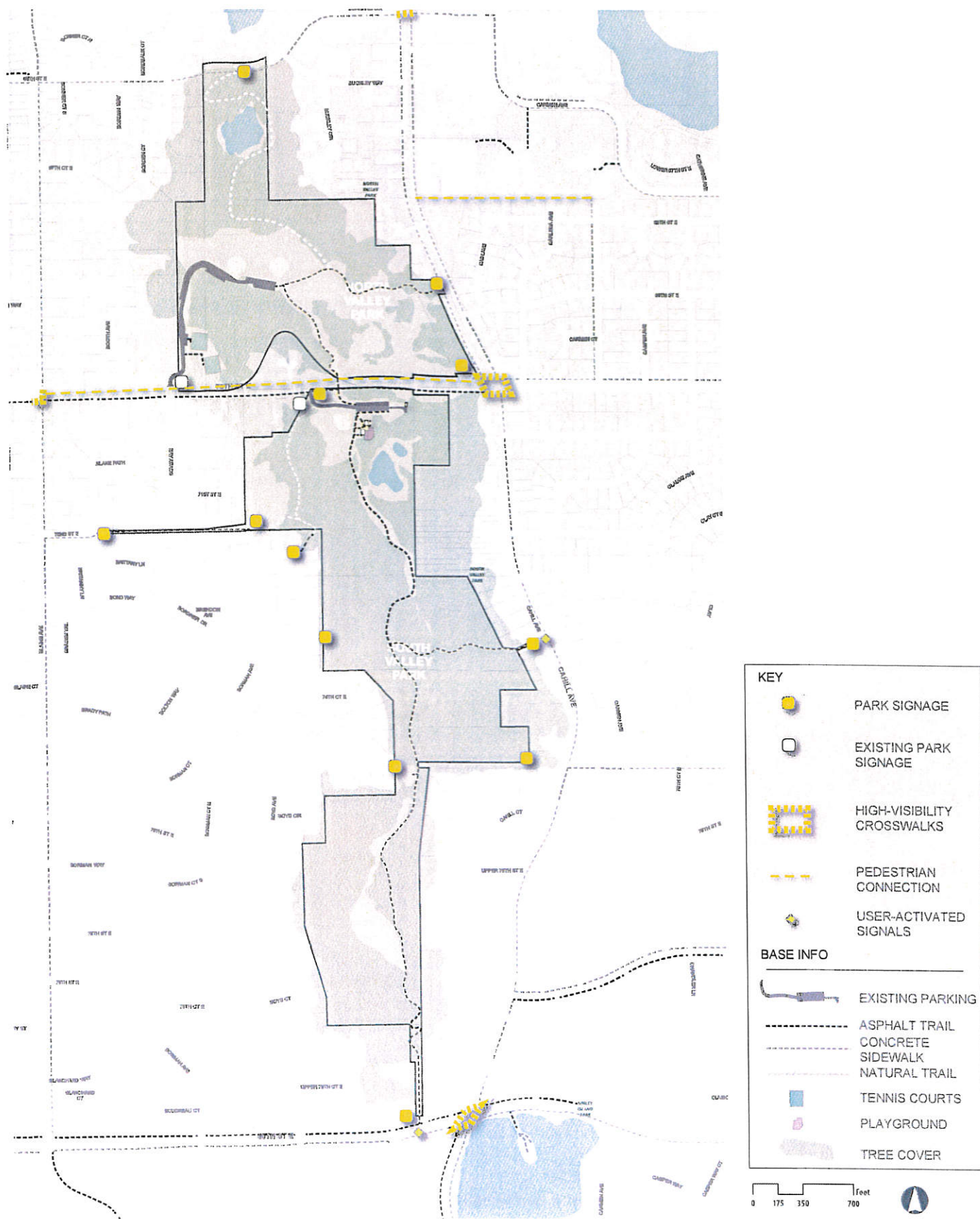


Figure 3-2 Future Improvements for Accessibility and Wayfinding



# ACCESSIBILITY + WAYFINDING

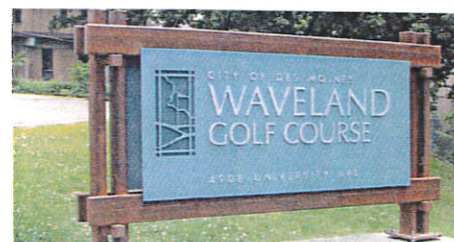
## GOAL 1: IMPROVE THE VISIBILITY OF NORTH AND SOUTH VALLEY PARKS

### NEAR-TERM CONSIDERATIONS:

- » Currently there are boulder-style signs at the 70th Street entrances for North and South Valley Parks. A near-term action recommendation is to install consistent and visible signage at all park entrances, including trails, to be visible by vehicle. These signs could be constructed with less expensive materials or construction than the existing boulder signs used at the park entrances, and serve as intermediary signage to communicate the park boundaries and point to main entrances and trail entrances. The following are suggested locations for intermediary signs:
  - 80th Street at trail entrance
  - 75th Street east side with new trail entrance
  - 75th Street at well house on west side of South Valley Park
  - 74th Street East on west side of South Valley Park
  - 73rd Street East at trail entrance
  - 70th Street and Cahill Ave. (North Valley Park on north side)
  - 70th Street South Valley Park entrance

### LONG-TERM CONSIDERATIONS:

- » Consider expanding the existing park system-wide branding and wayfinding sign plan to include a sign master plan for all parks in Inver Grove Heights
- » Add park signage at any added future park entrances



The top image shows the existing boulder-style entrance sign for South Valley Park. The location makes it difficult to see the sign from the road. The middle and lower image show entrance signs as examples for potential intermediary signage for North and South Valley Parks.



The top images show examples of high-visibility crosswalks with zebra stripe markings. Crossings with stripes oriented perpendicular to the path of travel for oncoming vehicles are more visible to drivers. The top right image also shows a forward stop bar, a pavement marking located ahead of the crosswalk oriented parallel to the path of travel for oncoming vehicles. Forward stop bars help drivers to stop ahead of the crossing and give a buffer to pedestrians crossing.

The bottom image shows a pedestrian at a mid-block crossing using a HAWK beacon. Prior to crossing, a pedestrian activates the signal with a button at the curb. High-intensity lights flash, alerting drivers that a pedestrian is in the crosswalk.



## GOAL 2: IMPROVE ACCESSIBILITY, SAFETY AND COMFORT TO NORTH AND SOUTH VALLEY PARKS FOR PEDESTRIANS, BICYCLISTS, AND PEOPLE OF ALL AGES AND ABILITIES

### NEAR-TERM CONSIDERATIONS:

- » Consider installation of high visibility crosswalks (zebra stripes + forward stop bars) at the following intersections:
  - 80th Street and Cahill Ave.
  - 75th Street and Cahill Ave.
  - 70th Street and Cahill Ave (all ways)
  - 70th Street and Blaine Ave. E
  - 65th Street and Cahill Ave

### LONG-TERM CONSIDERATIONS:

- » Perform a traffic study to determine the feasibility of future HAWK (High-Intensity Activated crossWalk) beacons at potential mid-block crossings, such as:
  - 80th Street and Simley High School
  - 73rd St. E and Cahill Ave (trail entrance)
  - 70th Street and the entrance to North and South Valley Parks
- » Consider creation of a pedestrian connection between Hilltop Elementary School and North Valley Park
- » Consider additional trail entrances along the west side of South Valley Park
- » Consider adding a trail connection at 75th Street on east side of South Valley Park

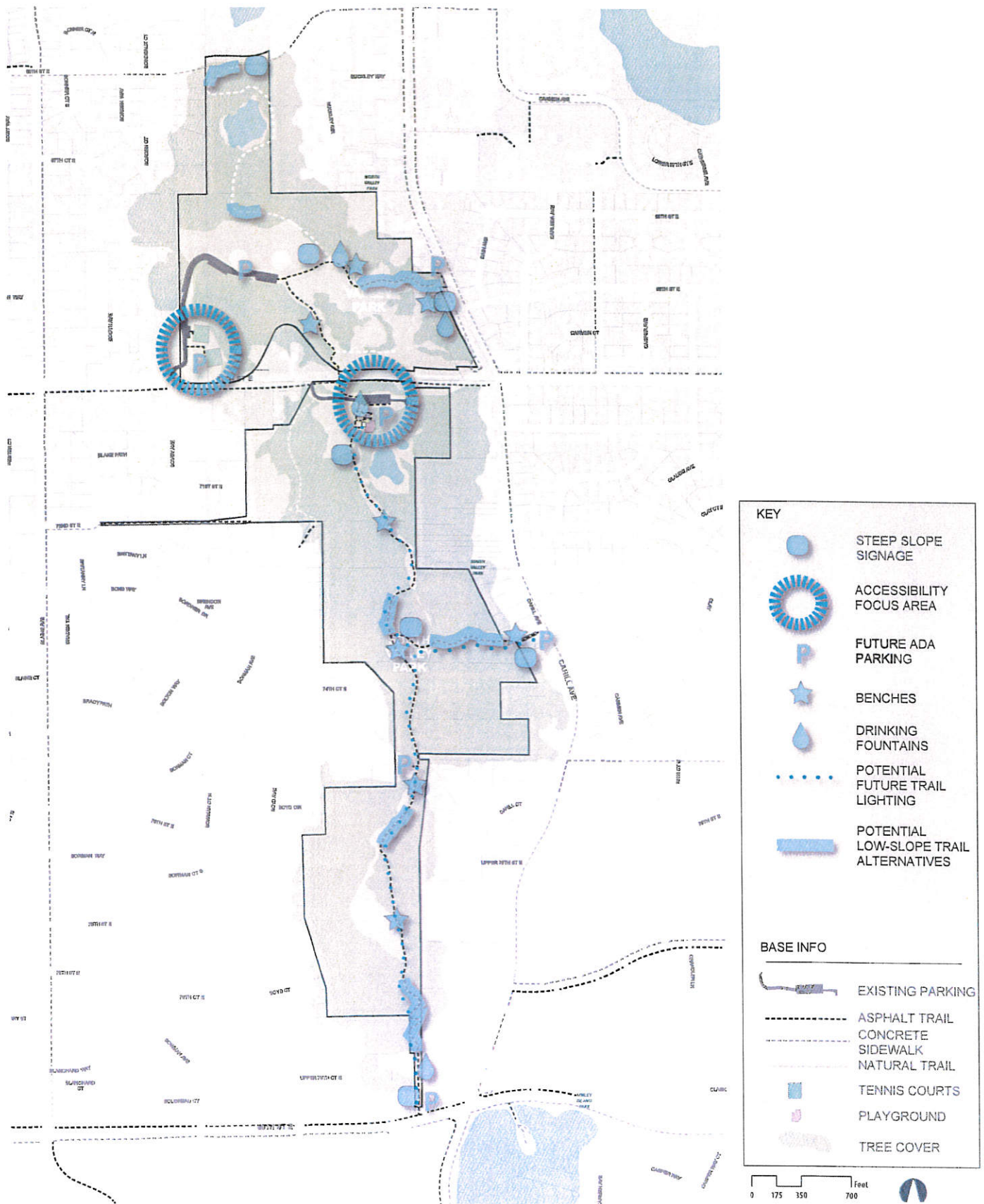


Figure 3.3 Future Improvements to Accessibility, Comfort, and Safety Within the Parks



# ACCESSIBILITY, COMFORT & SAFETY WITHIN THE PARKS

## GOAL 1: INCREASE THE OPPORTUNITIES FOR PEOPLE OF A VARIETY OF AGES AND ABILITIES TO ENJOY NORTH AND SOUTH VALLEY PARKS

### NEAR-TERM CONSIDERATIONS:

- » Install wayfinding and signs within the parks to indicate which trails have steep slopes (greater than 5%).
- » Remove any barriers, such as gates or bollards that prohibit users with mobility aids from entering or using park facilities

### LONG-TERM CONSIDERATIONS:

- » Upgrade all future trails to be ADA accessible
- » Install low-slope paved path alternatives at steep areas, such as south entrance at South Valley Park
- » Install additional ADA accessible parking at trail entrances as necessary to meet ADA guidelines

## GOAL 2: ENHANCE AMENITIES WITHIN THE PARKS TO INCREASE SAFETY AND COMFORT FOR ALL USERS

### NEAR-TERM CONSIDERATIONS:

- » Install drinking fountains at the playground/gathering area at South Valley Park, near the south trail entrance at South Valley Park, and at the tennis courts and ball fields at North Valley Park
- » Provide modest educational signs or trail markers at existing stone benches in South Valley Park to increase their visibility and use

### LONG-TERM CONSIDERATIONS:

- » Consider path lighting or intermittent lighting along the main paved trail through South Valley Park, with sensitivity to surrounding wildlife
- » Work with Inver Grove Heights Police Department to increase police presence as needed
- » Install benches in South and North Valley Parks for any new paved trails



Examples of trail markers indicating trail distance and difficulty



ADA accessible trails can be constructed with compacted gravel or asphalt surfaces, and maintain a low-slope



Example of trail bench



Example of pedestrian-scaled path lighting designed to illuminate the path only

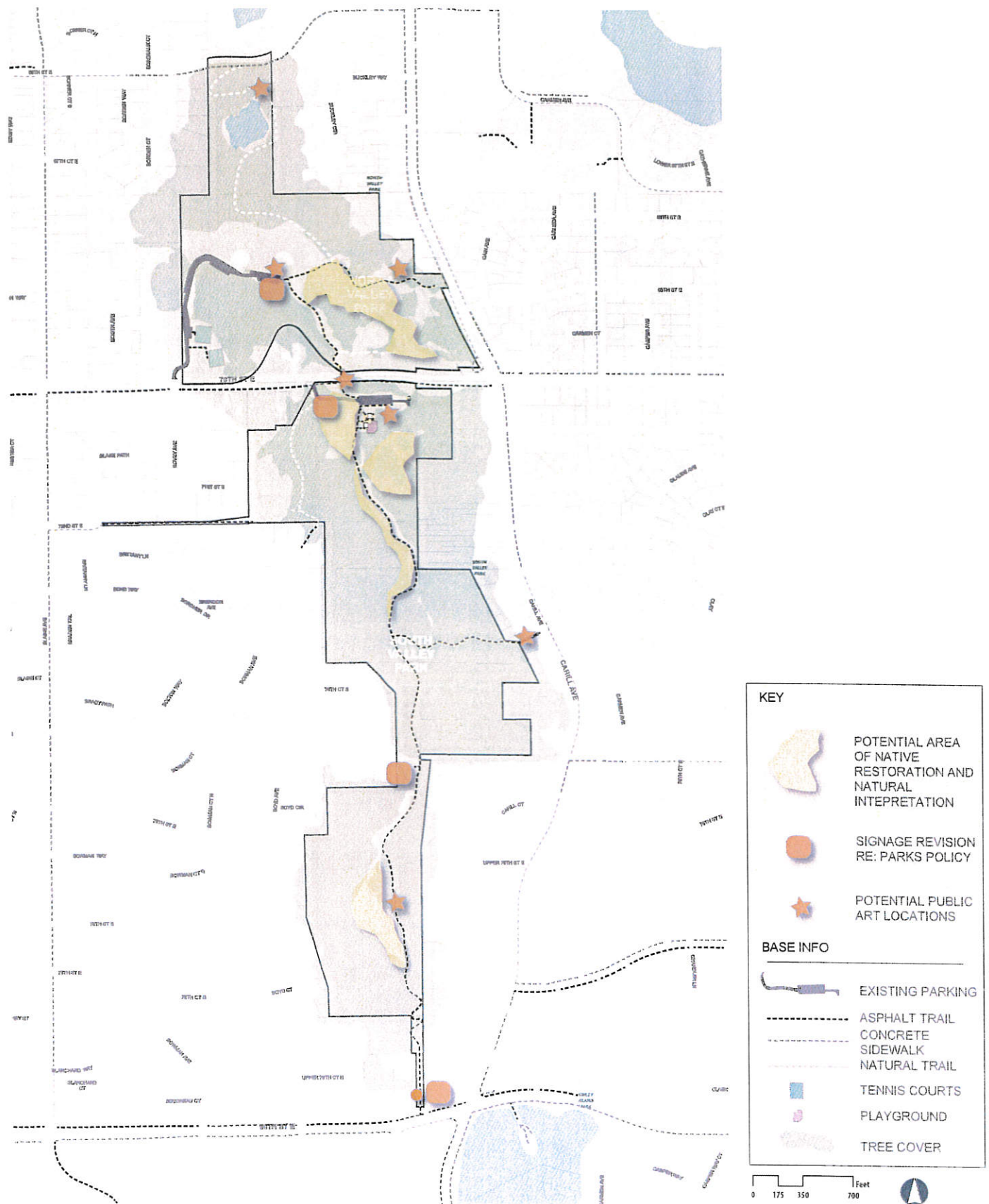


Figure 3-4 Entry Maintenance and Entry Points



# MAINTENANCE + ENFORCEMENT

## GOAL 1: CONTINUE TO PROVIDE HIGH-QUALITY MAINTENANCE TO NORTH AND SOUTH VALLEY PARKS

### NEAR-TERM CONSIDERATIONS:

- » Clarify and communicate (through signs, media) the dog policy for North and South Valley Parks
  - Pets on leashes are allowed throughout North and South Valley Parks, with the exception of the disc golf course
  - Owners must pick-up after their pets
- » Continue to maintain park with regular mowing, ball field raking, trash removal, and portable toilet maintenance
- » Using GPS, conduct an accurate inventory of existing paved trails and natural trails. Use this information to determine which natural trails to actively maintain and integrate updated trail locations with future wayfinding and signage efforts throughout the parks

### LONG-TERM CONSIDERATIONS:

- » Review and adjust maintenance plan with the addition of any new facilities
- » Consider converting turf/lawn sections of North and South Valley Park to restored short-grass prairie or other native species in the future



Existing amenities for pet waste clean-up in South Valley Park



Existing trash cans are placed throughout North and South Valley Parks



Inventory of existing natural trails will inform future maintenance of the trail system



Modest interpretive signage could provide an educational compendium to the existing trail network in the parks

## GOAL 2: INCREASE OPPORTUNITIES FOR COMMUNITY MEMBERS TO ASSIST WITH MAINTENANCE, SAFETY, AND STEWARDSHIP

### NEAR-TERM CONSIDERATIONS:

- » Expand communication of the Adopt-a-Park program and memorial tree and bench program through social media and through signs at North Valley Park disc golf entrance and South Valley Park picnic shelter
- » Work with local garden club, environmental learning center, or IGH Middle School or Simley High School to increase volunteer opportunities for managing invasive species and increasing native planting throughout North and South Valley Parks
- » Coordinate with residents who have been informally creating and maintaining natural paths to participate in the Adopt-a-Park program

### LONG-TERM CONSIDERATIONS:

- » Look for ways to decrease vandalism through public art installations in the parks



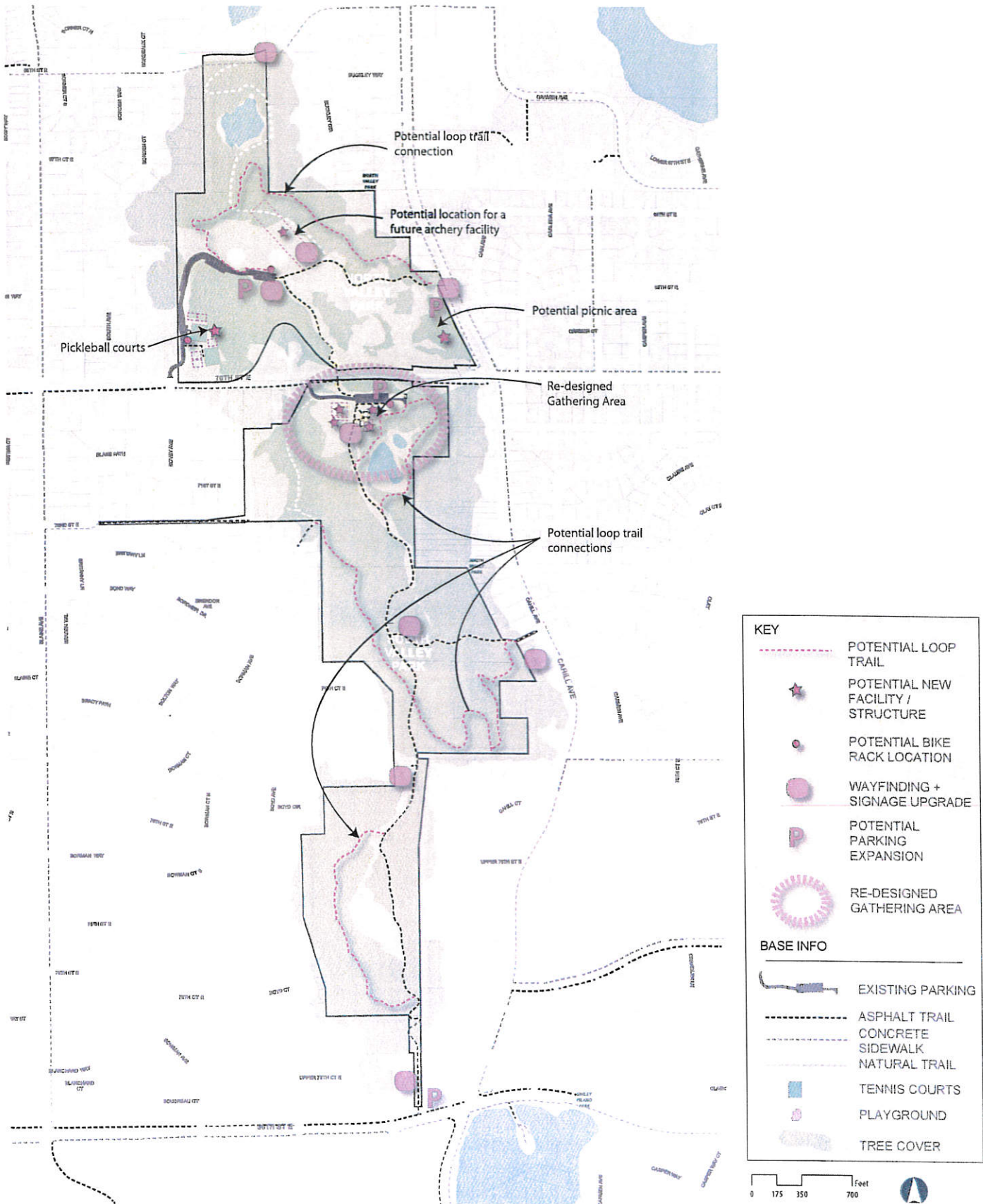


Figure 3-5 Future Improvements for Families and Structures



# FACILITIES + STRUCTURES

## GOAL 1: BUILD NEW FACILITIES THAT ARE SUPPORTED BY THE COMMUNITY AND ENHANCE ACTIVE LIVING AT NORTH AND SOUTH VALLEY PARKS

### NEAR-TERM CONSIDERATIONS:

- » Install bike racks at the following locations:
  - South Valley Park shelter area
  - The parking area at the disc golf course
  - The tennis/pickleball courts
- » Invest in design and construction of 4-6 regulation-sized pickleball courts converted from the existing tennis courts in North Valley Park, with the following considerations:
  - Pickleball courts should be ADA compliant
  - Size and design should have minimal impact on existing grading and drainage, and design and materials should be modest, and not detract from the surrounding beauty of the park
- » Invest in site design for the Gathering Area in South Valley Park, with the priority of re-design and construction of a new picnic shelter and playground
  - New picnic shelter should accommodate more people than the existing picnic shelter, and include electricity and wi-fi for events and gatherings
  - All new furniture and the future playground to be ADA accessible
  - Future playground could be a nature play area
  - Playground and shelter to be designed and sited to provide 360 degree views throughout the entire gathering area
  - Size and design should have minimal impact on existing grading and drainage, and design and materials should be modest and not detract from the surrounding natural beauty of the park
  - The site design should consider potential re-purpose of the ball field at South Valley Park as a future multifunctional, ADA open space to be used for dance, yoga, or informal gatherings
  - Future space for community or public gardens should be integrated into the site design as future facilities
  - The site design should consider existing and future parking needs to appropriately accommodate uses



*Bike racks can encourage people to bike to North and South Valley Parks. This example shows a U-rack, which allows users to lock their bike in two places*



*Pickleball has grown in popularity in Inver Grove Heights, especially with seniors. A pickleball court is roughly half the size of a regulation-size tennis court*



*A re-designed picnic shelter should accommodate large gatherings than the existing and open views to the surrounding playground and open areas*



*Nature-based playgrounds encourage children to create their own spaces*





An archery range, performance space, and community gardens are all considerations for future facilities at North and South Valley Parks

## LONG-TERM CONSIDERATIONS:

- » Determine the best location in Inver Grove Heights for future archery facilities, with the following considerations:
  - Archery range to be ADA compliant, as well as the path to facilities and an adequate amount of ADA compliant parking nearby
  - Archery range should be screened with vegetation or berms and should not conflict with any other uses
  - North Valley Park is preferable over South Valley Park, due to open space requirements and distances from playgrounds
  - Approximate dimensions of an archery range are 500' x 130'
- » Future construction and design of an amphitheater, community or public gardens in South Valley Park, as part of the gathering area site design will need committed stewardship and programming in coordination with community organizations
- » Consider design and installation of picnic facilities and/or an overlook on Cahill Avenue on the southeast corner of North Valley Park
- » Consider future signage and wayfinding upgrades with all future trail expansion
- » Prioritize future investments that will benefit the most users over time



The image above is taken from the southeast corner of North Valley Park, off of Cahill Avenue. This is a potential future picnic or overlook area



## GOAL 2: UPDATE AND SUPPORT EXISTING STRUCTURES AND FACILITIES TO MEET THE NEEDS OF THE COMMUNITY

### NEAR-TERM CONSIDERATIONS:

- » Perform a parking study in coordination with design efforts for the Gathering Area in South Valley Park to determine how much parking is needed to accommodate future expansion of facilities
- » Install wayfinding and signage at trail entrances and crossings to communicate trail length, difficulty of slope, and interpretive elements
- » Expand the trail network to create circuitous routes around the stormwater pond in South Valley Park, as well as connector trails (see Figure 3-5 for trail concepts)
- » Consider a trail-naming contest with community involvement for new and existing trails
- » Expand signage and messaging to disc golfers about avoiding throws while pedestrians are on nearby trails.
  - Consider further clearing of trees from lines of sight at disc golf tees to increase visibility of people walking along trails

### LONG-TERM CONSIDERATIONS:

- » Evaluate use and need of existing structures and facilities regularly through community input gathered through social media and round-table discussions



*During peak event times, parking is in high demand at North and South Valley Parks. A parking study will help determine how much new parking is needed to accommodate future facilities. Scheduling of events and promoting bicycle and pedestrian access at the parks will alleviate some parking needs during peak times.*



*An example of trail signage with an interpretive map component.*



*Dog walking is popular at North and South Valley Parks. Creating routes that are circuitous will allow users to embark on shorter, more versatile routes.*

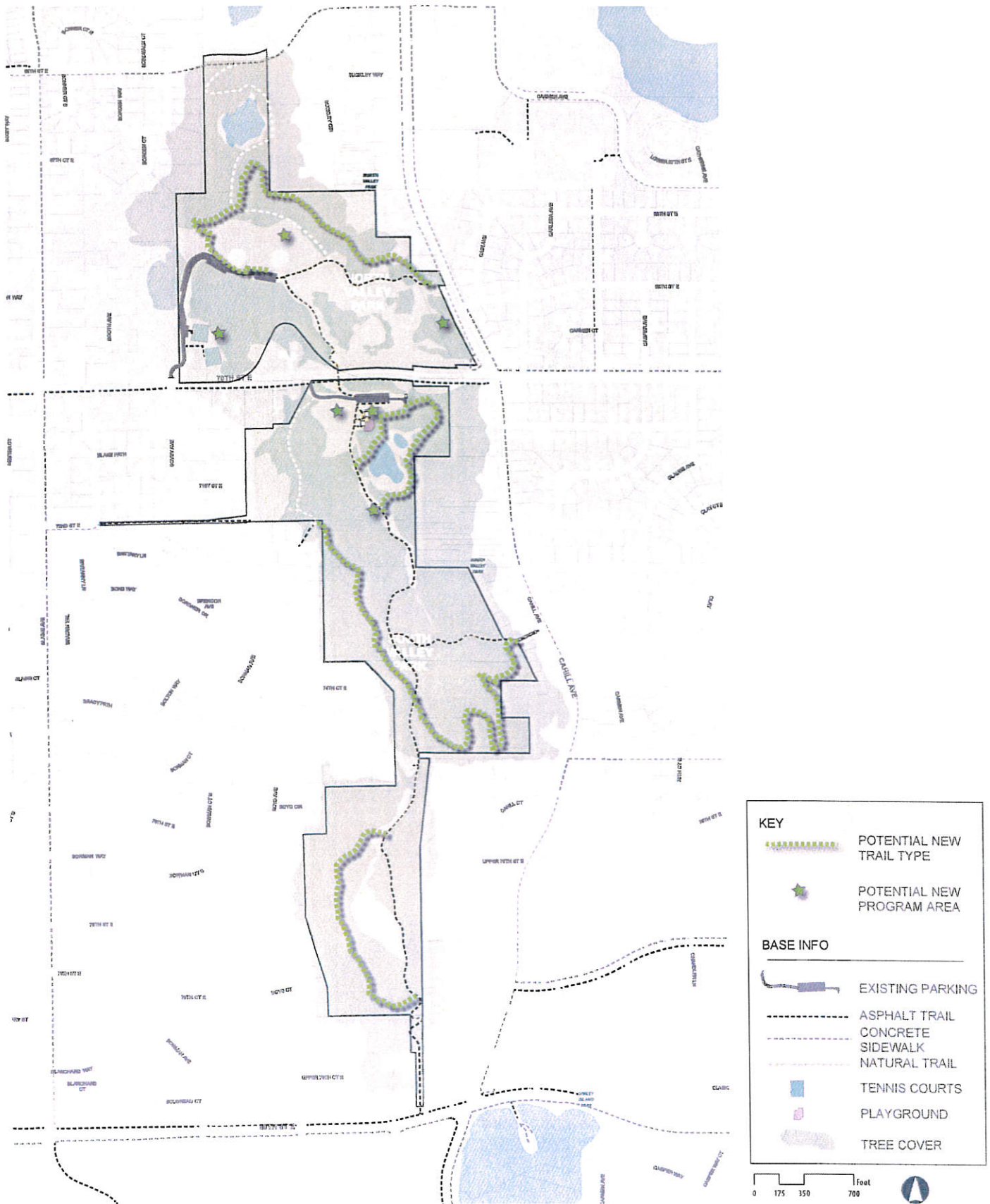


Figure 3-6 Future improvement locations for Programming



# PROGRAMMING

## GOAL 1: EXPAND OR MODIFY PROGRAMMING AT NORTH AND SOUTH VALLEY PARKS TO SUPPORT THE WISHES OF THE COMMUNITY

### NEAR-TERM CONSIDERATIONS:

- » Partner with community organizations to include art, music, dance, fitness, healthy eating, and environmental education at North and South Valley Parks. Examples include:
  - Partnership with IGH Middle or High School to expand physical education activities within the park
  - Expand programming from Veteran's Community Center to include outdoor dance or fitness classes at South Valley Park
  - Partner with an environmental group to produce educational trail signage with plant and wildlife information
- » Involve interested community groups in the design of future facilities through community advisory committees or community engagement
- » Solicit ideas regularly from the community about the types of programs they'd like to see in North and South Valley Parks
  - Conduct informal surveys through social media or email communication
  - Host regular (annual, seasonal) community meals at the existing and future picnic shelter to gather future program ideas
- » Use existing facilities and infrastructure to pilot new ideas at North and South Valley Parks. This tactical approach will allow the Parks and Recreation Department to gauge the feasibility and community support for new programs or facilities before making a large investment
- » Promote and encourage winter uses, such as hiking, snow-shoeing, and sledding through social media

### LONG-TERM CONSIDERATIONS:

- » Consider partnerships with local CSAs to organize drop-off locations at South Valley Park
- » Future community gardening could be focused on providing produce for local food shelves
- » Regularly evaluate existing programming at North and South Valley Parks to meet the needs and wishes of the community



*Tactical approaches to new facilities can be low-cost and temporary. The example above demonstrates how a temporary crosswalk bump out is being tested for future improvements*



*Snowshoeing is a popular activity at North and South Valley Parks*





INVER GROVE HEIGHTS  
NORTH AND SOUTH VALLEY PARKS  
**ACTIVE LIVING**  
MASTER PLAN





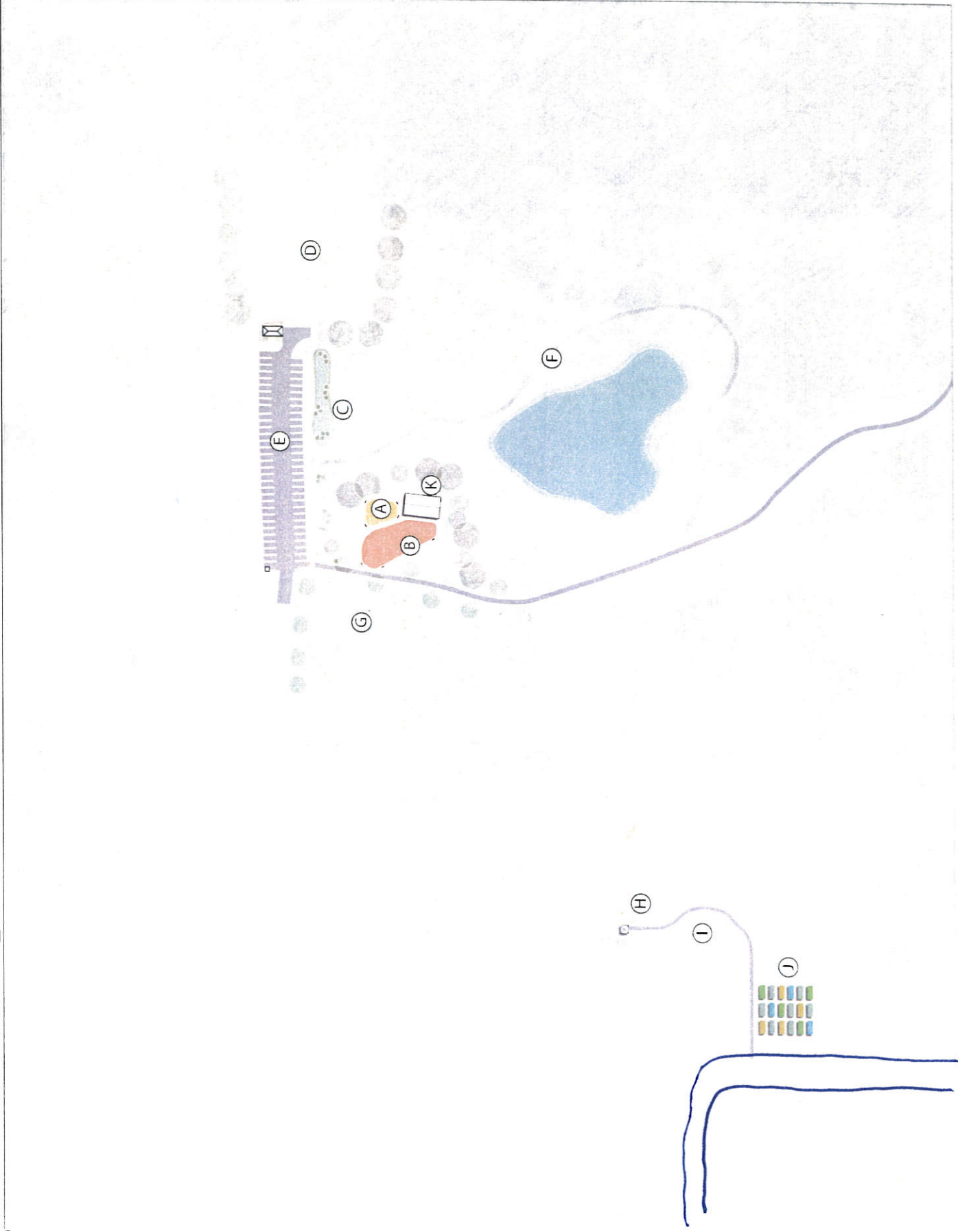
## **North/South Valley Master Plan (Maps)**





# SOUTH VALLEY PARK: STUDY A\_v3

- (A) Playground (2-5 y.o.)**  
Similar size as existing playground in South Valley Park
- (B) Nature-based playground (5-12 y.o.)**  
Approx. 10,000 SF area
- (C) Stormwater raingarden**
- (D) Community/youth archery range**  
10 lanes, 60m range with 15m buffer
- (E) Parking lot extension**  
(40) Existing stalls + (17) added stalls = (57) stalls shown
- (F) 8' natural surface trail**  
Loop trail around pond
- (G) Open green space**  
Converted ball field
- (H) Observation deck**  
12'x12' raised and covered platform
- (I) 8' bituminous trail**  
Connection from community garden to observation deck
- (J) Community garden**  
(18) plots - 8x20 beds with 6' path (potential to include some raised beds)
- (K) Picnic Shelter**  
2100 SF as shown (twice the size of the existing shelter) with views towards age-separated play areas





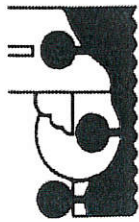


**NORTH  
VALLEY PARK:  
STUDY B v.2**

- (A) 72'x240' court:**
  - (8) pickleball courts
  - 16' aisles
  - benches located throughout
- (B) 5'-0" concrete walk with additional landscaping**
- (C) Additional Lighting**
  - Approximately (7) lights
- (D) (14) Additional parking stalls**
- (E) (4) Removed trees**
- (G) Stormwater rain gardens**

## **North/South Valley Open House Comments**

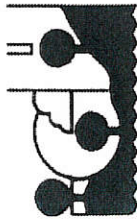




# Sign-in Sheet North/South Valley Park Meeting 9.18.18

| Name             | Company              | Phone        | Email                     |
|------------------|----------------------|--------------|---------------------------|
| Jeanette Suba    | Buckley Circle       |              | jeanettejuba@comcast.net  |
| Lori Mo          | 7413 Boyd            | 651-470-4989 | lorimo88@gmail.com        |
| Gail O'Brien     | 7301 Cahill          | 651-260-8708 | gail@comcast.net          |
| Tom David        | 7297 Borman          | 651-263-9699 | tdavid12@gmail.com        |
| Kirk Lumsden     |                      | 651-247-9096 | lindbag.kirk@gmail.com    |
| Bert Williamson  | 6701 Buckley Circle  | 651-214-3711 | bertwill@zol.com          |
| Canke Twedt      | 2693 Collin Way      | 651-308-8257 | LTWEDT@COMCAST.NET        |
| Al Kilgzer       | 8231 Dawson Way      | 651-455-3803 | ALK 2040@comcast.net      |
| Ruby Westlund    | 2545 Upper 64th St E | 651-587-0560 | westlund_ruby@hotmail.com |
| George Tourville | 8915 Cooper          | 651-455-4465 | gtourville@comcast.net    |
| Linda Silrum     |                      | 612-280-5156 | lesilrum@gmail.com        |
| Jeff Leif        | 6180 Cartledge       | 651-303-2802 | leifj@x1.net              |
| Ray Welch        | 7161 Cahill          | 651-451-0361 | awelch4241@aol.com        |
| Nanette Lee      | 2740 71 St E         | 612-803-5287 | nantleehassie@gmail.com   |

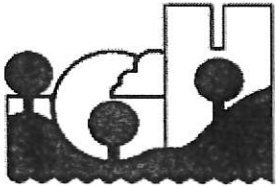




## Sign-in Sheet North/South Valley Park Meeting 9.18.18

| Name                 | Company        | Phone          | Email                    |
|----------------------|----------------|----------------|--------------------------|
| 13 Pam David         | retired        | 651-235-7003   | pamdavid56@gmail.com     |
| 14 Dan Sites         | "              | 612-801-2546   | dsites54@hotmail.com     |
| 17 Pam DeBruin       | Retired        | 651-457-7378   | PAMELAMAE-05@yahoo.com   |
| 18 Mary Thompson     | "              | 651-450-4595   | Panzyl907@yahoo.com      |
| 19 Steve Kusson      | "              | 657-755-5370   | srkustso-04@comcast.com  |
| 20 Lee & Kari Miller | "              | 612.308.1923   | karieli.mail@yahoo.com   |
| 21 Mike Krogh        | Laposa ProShop | 651 428 7475   | MNKALKAY@gmail.com       |
| 22 MARC ESPARZA      | RETIRED        | 651-453-819    |                          |
| 23 Judy Solary       | Homemaker      | 651-450-5561   | judythSolary@gmail.com   |
| 24 MARK GAUTSCHI     | RETIRED        | (651) 587-8441 | markgautschi@yahoo.com   |
| 25 Colleen Copeland  | Optum          | (651) 241-1353 | CC11@1.ccc@gmail.com     |
| 26 Clyde Reynolds    | retired        | 651-451-7139   | clyrdr-ryrnold@yahoo.com |
| 27 WAYNE OGOREK      | RETIRED        | 651-341-6514   | W. OGOREK@OUTLOOK.COM    |
| 28 Sue Sobaski       | Retired        | 651-451-8057   |                          |

[illegible]



## CITIZEN COMMENT FORM

### NORTH/SOUTH VALLEY PARK 9.18.18

Name Nanette + John Lee  
Address 2740 71 Street East  
Zip 55076 Telephone 612 803 5287  
Email auntiechassie@gmail.com

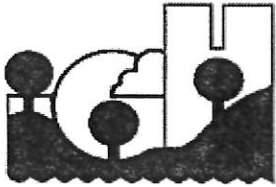
#### Comments:

Do we know if there's a need  
for more community gardens?

Please don't pave anymore paths  
than ~~the~~ what we have now and  
around the pond. But, it will be nice  
to have someone managing the ~~the~~ trees  
or grass ☺

Please consider the 90° angle from 71<sup>st</sup>  
and Boyd/Borman if you want community  
gardens there.

Thanks



## CITIZEN COMMENT FORM

### NORTH/SOUTH VALLEY PARK 9.18.18

Name Lori Mo  
Address 7413 Boyd  
Zip 55076 Telephone 651.470.4989  
Email lorimopp1@gmail

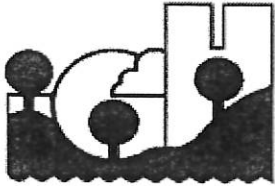
#### Comments:

I love valley park!

Please maintain (mow, clear downed trees, etc.)  
current trails before paving more trails.  
If maintenance could include making some  
trails more usable in winter, that would  
be wonderful (plow ~~the~~ or groom deep snowfall),

Good location for community gardens. Will there  
be parking?





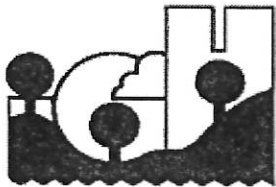
## CITIZEN COMMENT FORM

NORTH/SOUTH VALLEY PARK 9.18.18

Name MARK GAUTSCHI  
Address 6845 BENTON WAY, IGH 55076  
Zip 55076 Telephone (651) 587-8441  
Email markgautschi@yahoo.com

### Comments:

DEDICATING SPECIFIC SPACE FOR PICKLEBALL COURTS WOULD  
BE VERY APPRECIATED. IT IS A BOOMING SPORT AND  
TENNIS SEEMS TO BE DYING A BIT. I DRIVE BY THE  
PRESENT COURTS OFTEN & RARELY SEE ANYONE PLAYING  
TENNIS. I'VE NEVER SEEN MORE THAN 4 PEOPLE ON THE  
COURTS AT ANY ONE TIME IN THE LAST 8 YEARS.



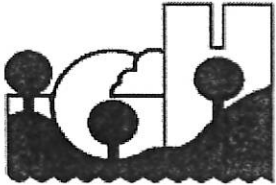
## CITIZEN COMMENT FORM

NORTH/SOUTH VALLEY PARK 9.18.18

Name Robert Nevitt  
Address 6324 Blaine Ave  
Zip 55076 Telephone 651-503-2995  
Email Nevner6324@gmail.com

### Comments:

Pickball courts would be  
fantastic. Need to think about  
location of benches & tables and  
equipment storage. Need screens  
between sets of 2 courts.



## CITIZEN COMMENT FORM

NORTH/SOUTH VALLEY PARK 9.18.18

Name Clyde Reynolds  
Address 7912 Barbara Ave  
Zip 55077 Telephone 651-451-7129  
Email Clyde-Reynolds@yahoo

### Comments:

Need pickleball courts ASAP  
April 2019

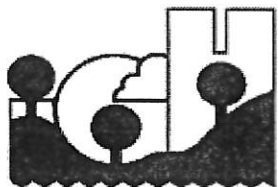
fence between courts

waiting area - table & benches

BOX for blower - squeegee

more parking

syn screen net on fence



## CITIZEN COMMENT FORM

### NORTH/SOUTH VALLEY PARK 9.18.18

Name WAYNE OGOREK  
Address 3790 LUNEEN TRAIL  
Zip 55076 Telephone 651-341-6514  
Email W. OGOREK@OUTLOOK.COM

#### Comments:

NEED DEDICATED PICKLEBALL COURTS:

LIGHTED COURTS

LOW DIVIDING FENCING BETWEEN COURTS

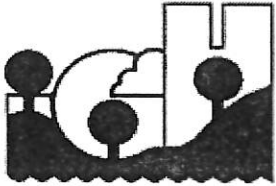
AN AREA WITH BENCHES AND TABLES

STORAGE BOX FOR SQUEEZE, BROOMS, ETC.

MASTER PLAN LOOKS PROMISING - START ASAP

WOULD BE WILLING TO BE PART OF A FOCUS GROUP  
TO EXPLORE OPTIONS, VISIT OTHER COMMUNITY  
OUTDOOR COURTS.





## CITIZEN COMMENT FORM

NORTH/SOUTH VALLEY PARK 9.18.18

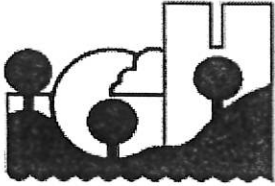
Name  
Address  
Zip  
Email

Ruby Westlund  
2545 Upper 64th Ct. E, I.G.H. MN  
55076, Telephone 651-587-0560  
westlund-ruby@hotmail.com

### Comments:

I love the idea of dedicated pickle-ball courts! I do have a couple of concerns:

- not enough parking - should be close to one spot per potential player (4 players per court)
- scheduling of play since great ~~at~~ new courts will bring players from surrounding cities.



## CITIZEN COMMENT FORM

NORTH/SOUTH VALLEY PARK 9.18.18

Name

Linda Silrum

Address

96 Carmel Ave W

Zip

55118

Telephone

612-280-3116

Email

lesilrum@gmail.com

Comments:

Support the concept of constructing  
pickleball courts at North Valley.

Willing to help with research and building  
community support.

## Eric Carlson

---

**From:** Earl Johnson <earlj@comcast.net>  
**Sent:** Tuesday, September 18, 2018 5:50 PM  
**To:** Eric Carlson  
**Subject:** North and South Valley Parks improvements

Eric:

These parks are one of the reasons that many of us live in Inver Grove Heights. As owners of a property that borders the park, my wife Pat and I enjoy the park and its animals every day of the year. I am happy that the intention of the master plan is to preserve the character of the park, while making it more attractive to more users.

Paving the path around the big pond is a good thing – it gets muddy on the back side. Don't mess with the rest of the non-paved trails, except perhaps to keep the fallen trees off of them. I know and use every trail in the park, as do many other folks. It is wonderful to be able to walk more than four miles in the park and never retrace one's steps. The crosswalk at 73<sup>rd</sup> street might need two lines across Cahill, but don't even think about a signal . . . . .

The parks of Inver Grove Heights are a treasure. Keep them wonderful.

Regards,

Earl Johnson  
7301 Cahill Ave  
earlj@comcast.net

## Eric Carlson

---

**From:** Matt Krumrie <mattkrum@yahoo.com>  
**Sent:** Tuesday, September 18, 2018 2:15 PM  
**To:** Eric Carlson  
**Subject:** Re: North/South Valley meeting

Hi Eric,

Thanks for this info. Some thoughts/feedback. When would this all be developed or when would construction start on these projects?

1. More pickleball courts would be great. It would be nice to still have a tennis court there, but I'm guessing there was thought that there is tennis courts at other parks in the city to use. But adding more pickleball courts could be another great way to attract people to the city and parks. Leagues would likely form as well, possibly, which would be great.

2. It's a bummer the baseball field is going to be taken away at south valley park. The number of baseball fields in the community and area continues to be eliminated. I fear that open space is going to turn into a pseudo dog park - people are going to go down there and know it's an open space and let dogs run free - even though they should be leashed, this is going to result in dogs on the loose running and chasing. Every time I am down there I see dogs running free and every owner says "don't worry he/she doesn't bite." The police can only patrol so much and dog owners feel their dogs have precedence over the rules/laws. I love dogs, but dog owners are a bit out of control these days. I just hope it's not an open space taken over by dogs and/or dog poop.

3. The community garden and lookout tower should be good additions. The archery range would be awesome.

These all look great, minus the ball field being removed. But, in reality that ball field isn't used as much anymore so I am sure that was taken into consideration. Kids don't go play pick up baseball much anymore either.

4. I have a screen shot below I was curious about. My house is the one circled on the left of this image. The big box is part of about 5 acres of land owned by the house on 70th. The owners tried to sell it years ago and wanted a lot of money. Would this land be something the city would ever purchase? Of course on our end, we on Booth never want to see houses go back here. I don't think it could happen but would that ever be something that would become part of the park? I am sure that is something that would take discussion if for sale, but just curious if it's been brought up before.





5. Thanks for the info and sharing the details. Looks like some great additions and I hope people of IGH feel the same and take advantage of these new additions when they are completed.

Good luck at the meeting.

Thanks!

Matt Krumrie

---

**From:** Eric Carlson <ecarlson@invergroveheights.org>  
**To:** 'Matt Krumrie' <mattkrum@yahoo.com>  
**Sent:** Tuesday, September 18, 2018 12:58 PM  
**Subject:** RE: North/South Valley meeting

Matt

Thanks for the email. There is a meeting tonight from 5-7pm at the South Valley Picnic Shelter (rain or shine ☺).

Here is a link to the information:

<http://www.ci.inver-grove-heights.mn.us/708/Parks-and-Trail-ProjectsConstruction>

Please let me know if you have any questions.

Eric

**From:** Matt Krumrie <mattkrum@yahoo.com>  
**Sent:** Tuesday, September 18, 2018 12:10 PM  
**To:** Eric Carlson <ecarlson@invergroveheights.org>  
**Subject:** North/South Valley meeting

Hi Eric,

I believe there is a meeting tonight at the South Valley about the future/comprehensive plan of north/south valley parks?

I live on Booth Avenue, on the the North Valley side of the park. If I went through my backyard I'd probably run into the tennis courts or the port-a-potty in the North Valley.

Is there any information you can pass along about what is going on with the parks or the comprehensive plan? Is there any documentation that can be shared or info? Just curious to what may be planned in the future.

Thank you!

Matt Krumrie  
651-238-1290

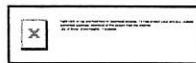
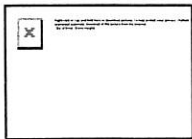
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**Eric Carlson | Park and Recreation Director**

Tel: 651-450-2587 | Fax: 651-450.2502

City of Inver Grove Heights | Parks & Recreation | 8055 Barbara Ave | Inver Grove Heights | Minnesota | 55077

ecarlson@invergroveheights.org | [www.invergroveheights.org](http://www.invergroveheights.org)



## Eric Carlson

---

**From:** Chris Sikorowski <chrissikorowski@gmail.com>  
**Sent:** Wednesday, September 12, 2018 3:24 PM  
**To:** Eric Carlson  
**Subject:** North Valley and South Valley Master Plans

Hi Eric,

I left you a voice message earlier today and I received your letter dated September 10th, 2018 and addressed to North of South Valley Park Area Property Owners. Unfortunately I have a board meeting on the 18th at the same time as your Open House.

But I did want to add my voice and input to the master plan.

My wife and I and our 3 young boys (Elias 5, Brasen 4, Jacob 8 months) live just west of North Valley Park off of Booth Avenue.

We have 12 homes on our street and there are some other young children on our street.

We would love to see a sidewalk alongside of the north side of 70th that allows us to access the parks and the intersection of 70th and Blaine without have to cross 70th and access the sidewalk on the south side of 70th street.

I have many fears/concerns of my boys growing up and crossing a very busy city street like 70th to access the sidewalk and make it to the parks and we would greatly support the addition of a sidewalk running alongside of the north side of 70th.

I believe it appears in section 2-6 in the Master Plan where it reads:

"Trail along 70th Street is only on one side of the road (no access along north side of road) and could use upgrade/maintenance"

Thanks so much and please contact me should you have any further questions.

Chris Sikorowski  
(651)717-8339

## **North South Valley Demographics**



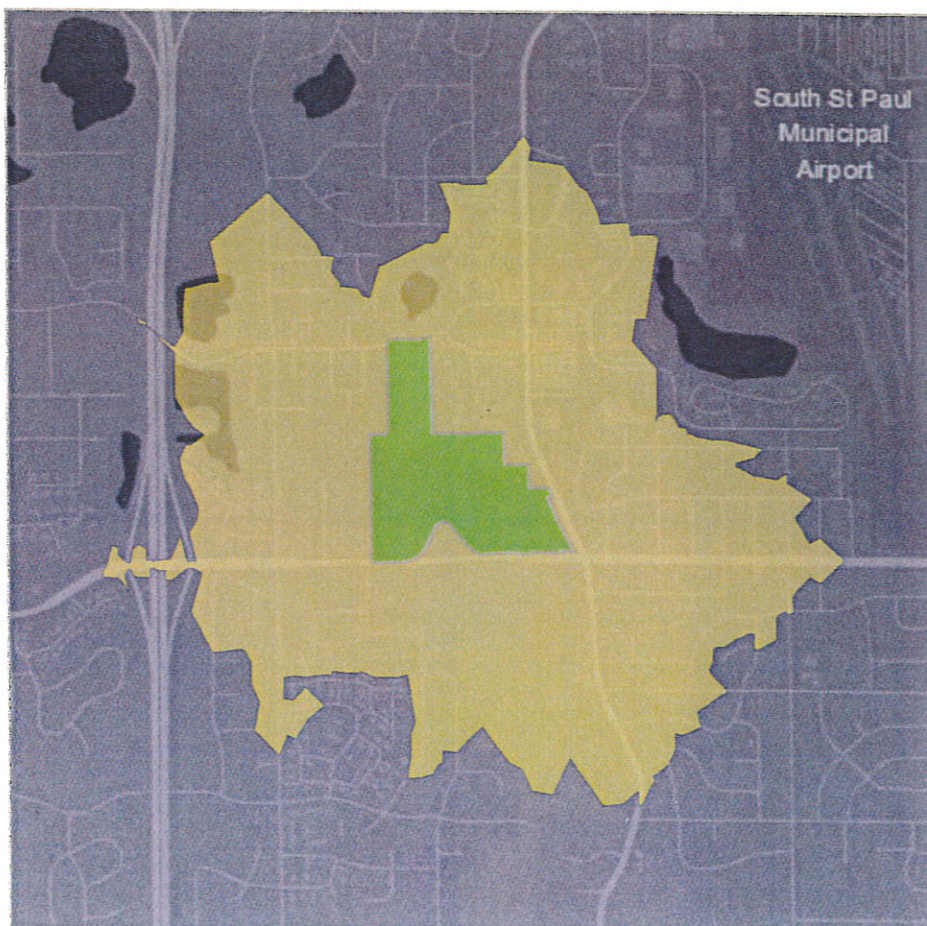
### Project Areas

Inver Grove Heights, MN - North Valley 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

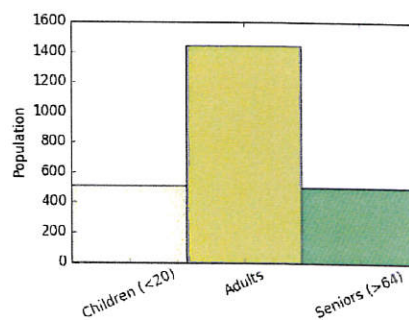
-  Project Area
-  Service Area



### Population within a 10-minute walk

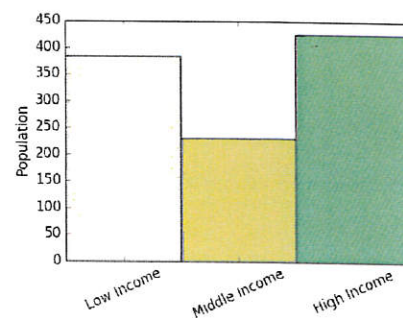
|                  |       |
|------------------|-------|
| Total Population | 2,451 |
|------------------|-------|

| Age                         | Served |
|-----------------------------|--------|
| Children (less than age 20) | 512    |
| Adults (age 20 to age 64)   | 1,440  |
| Seniors (age 65 and up)     | 500    |



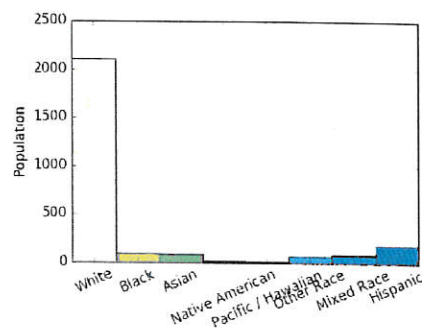
| Household Income | Served |
|------------------|--------|
| Low income       | 384    |
| Middle income    | 230    |
| High income      | 425    |

(Generated From Regional Median Incomes)



| Race/Ethnicity     | Served |
|--------------------|--------|
| White              | 2,107  |
| Black              | 94     |
| Asian              | 84     |
| Native American    | 14     |
| Pacific / Hawaiian | 1      |
| Other Race         | 68     |
| Mixed Race         | 81     |
| Hispanic*          | 185    |

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



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

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### Project Areas

Inver Grove Heights, MN - South Valley 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

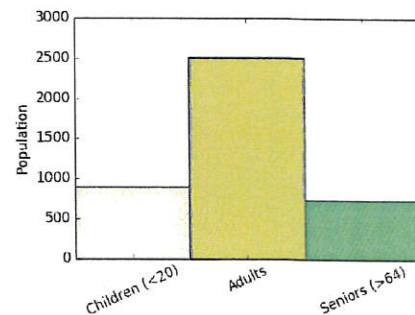
-  Project Area
-  Service Area



### Population within a 10-minute walk

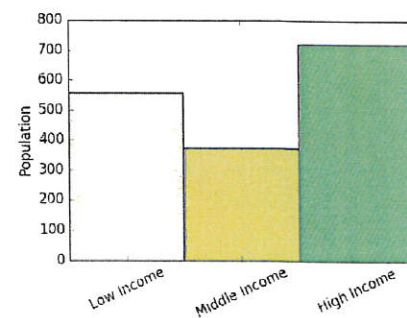
|                  |       |
|------------------|-------|
| Total Population | 4,128 |
|------------------|-------|

| Age                         | Served |
|-----------------------------|--------|
| Children (less than age 20) | 896    |
| Adults (age 20 to age 64)   | 2,504  |
| Seniors (age 65 and up)     | 731    |

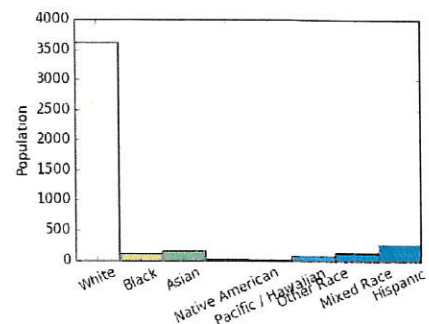


| Household Income | Served |
|------------------|--------|
| Low income       | 557    |
| Middle income    | 372    |
| High income      | 720    |

(Generated From Regional Median Incomes)



| Race/Ethnicity     | Served |
|--------------------|--------|
| White              | 3,615  |
| Black              | 118    |
| Asian              | 163    |
| Native American    | 22     |
| Pacific / Hawaiian | 2      |
| Other Race         | 77     |
| Mixed Race         | 131    |
| Hispanic*          | 271    |



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

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

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November 13, 2018

## Pre-Sale Report for

City of Inver Grove Heights, Minnesota

\$10,000,000 General Obligation  
Capital Improvement Plan Bonds, Series 2018A



**Prepared by:**

Steve Apfelbacher, CIPMA  
Senior Municipal Advisor

Jessica Cook  
Financial Studies Group Supervisor

Jason Aarsvold, CIPMA  
Senior Municipal Advisor

## Executive Summary of Proposed Debt

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposed Issue:     | \$10,000,000 General Obligation Capital Improvement Plan Bonds, Series 2018A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Purpose:            | <p>The proposed issue provides financing for the new Fire Station No. 2.</p> <p>Debt service on the bond issue (the “Bonds”) will be paid from ad valorem property taxes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Authority:          | <p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter:</p> <ul style="list-style-type: none"> <li>• 475</li> <li>• 475.521</li> </ul> <p>The Bonds count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City. Therefore, the total amount of outstanding debt cannot exceed \$112,415,478. As of November 1, 2018, the City has \$39,865,000 subject to the legal debt limit (inclusive of the 2018A and 2019A Bonds).</p> <p>In addition, a separate limitation under Minnesota Statutes 475.521 (“the CIP Act”) is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$5,995,492 for the Pay 2018 tax year (\$3,747,182,608 x .0016). The total annual principal and interest payments on the 2018A and 2019A CIP Bonds proposed to be issued will average approximately \$915,000 (no other CIP Debt). As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.</p> <p>The principal amount of the Bonds, with the exception of the underwriter’s discount, also counts against the \$12,500,000 authorized in the City’s Capital Improvement Plan.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> |
| Term/Call Feature:  | <p>The Bonds are being issued for a term of 21 years, 1 month. Principal on the Bonds will be due on February 1 in the years 2020 through 2039. Interest is payable every six months beginning August 1, 2019.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on February 1, 2027 or any date thereafter.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Bank Qualification: | <p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the 2018 calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Rating:</b></p>                   | <p>The City's most recent bond issues were rated by Standard &amp; Poor's. The current rating on those bonds is "AA+". The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>Basis for Recommendation:</b></p> | <p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Capital Improvement Bonds as a suitable financing option because it allows the City to provide its general obligation pledge to the bonds, providing the lowest interest rates as compared to other financing options. Based on our analysis and current interest rates the City would benefit financially from issuing the \$12,500,000 financing authorized for the Fire Station No. 2 in two separate issues that are each bank qualified.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>Method of Sale/Placement:</b></p> | <p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to increase the deposit into the project fund as long as the total bond proceeds from the 2018A and 2019A bond issues do not exceed \$12,750,000 (102% of the \$12,500,000 borrowing authorized in the City's Capital Improvement Plan).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>Premium Pricing:</b></p>          | <p>In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For these issuances of Bonds we have been directed to use the net premium to increase the deposit into the project fund as described above. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.</p> <p>The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.</p> |



|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Considerations:                      | The Bonds are being sold the same day as the \$2,500,000 General Obligation Capital Improvement Bonds, Series 2019A. Together, the two series of Bonds will finance Fire Station No. 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Review of Existing Debt:                   | <p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Continuing Disclosure:                     | Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.                                                                                               |
| Arbitrage Monitoring:                      | Because the Bonds are tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules. |
| Investment of and Accounting for Proceeds: | In order to more efficiently segregate funds for this project and maximize interest earnings, we recommend using an investment advisor, to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers Investment Partners, a subsidiary of Ehlers and registered investment advisor, will discuss an appropriate investment strategy with the City.                                                                                                                                                                                                                                                                                                                            |
| Risk Factors:                              | Interest rate changes could make it more or less advantageous to split the Fire Station financing into two bank qualified bond issues.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Other Service Providers:                   | This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their                         |





|          |                                                                                                                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Counsel:</b> Kennedy &amp; Graven, Chartered</p> <p><b>Paying Agent:</b> Wells Fargo Bank, National Association</p> <p><b>Rating Agency:</b> Standard &amp; Poor's Global Ratings (S&amp;P)</p> |
| Summary: | <p>The decisions to be made by the City Council are as follows:</p> <ul style="list-style-type: none"> <li>• Accept or modify the finance assumptions described in this report</li> <li>• Adopt the resolution attached to this report.</li> </ul>                                                                                 |

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



## Proposed Debt Issuance Schedule

|                                                  |                           |
|--------------------------------------------------|---------------------------|
| Pre-Sale Review by City Council:                 | November 13, 2018         |
| Distribute Official Statement:                   | Week of November 26, 2018 |
| Conference with Rating Agency:                   | Week of December 3, 2018  |
| City Council Meeting to Award Sale of the Bonds: | December 10, 2018         |
| Estimated Closing Date:                          | December 27, 2018         |

### Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed With Bond Sale

### Ehlers Contacts

|                         |                   |                |
|-------------------------|-------------------|----------------|
| Municipal Advisors:     | Steve Apfelbacher | (651) 697-8510 |
|                         | Jessica Cook      | (651) 697-8546 |
|                         | Jason Aarsvold    | (651) 697-8512 |
| Disclosure Coordinator: | Silvia Johnson    | (651) 697-8580 |
| Financial Analyst:      | Alicia Gage       | (651) 697-8551 |

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.



# City of Inver Grove Heights, Minnesota

\$10,000,000 General Obligation Capital Improvement Bonds, Series 2018A

20 Year Term

Assumes Current Market BQ AA+ Rates + 25bps

## Sources & Uses

Dated 12/27/2018 | Delivered 12/27/2018

### Sources Of Funds

|                     |                 |
|---------------------|-----------------|
| Par Amount of Bonds | \$10,000,000.00 |
|---------------------|-----------------|

|                      |                        |
|----------------------|------------------------|
| <b>Total Sources</b> | <b>\$10,000,000.00</b> |
|----------------------|------------------------|

### Uses Of Funds

|                                       |            |
|---------------------------------------|------------|
| Total Underwriter's Discount (1.000%) | 100,000.00 |
|---------------------------------------|------------|

|                   |           |
|-------------------|-----------|
| Costs of Issuance | 74,000.00 |
|-------------------|-----------|

|                         |              |
|-------------------------|--------------|
| Deposit to Project Fund | 9,826,000.00 |
|-------------------------|--------------|

|                   |                        |
|-------------------|------------------------|
| <b>Total Uses</b> | <b>\$10,000,000.00</b> |
|-------------------|------------------------|

# City of Inver Grove Heights, Minnesota

\$10,000,000 General Obligation Capital Improvement Bonds, Series 2018A

20 Year Term

Assumes Current Market BQ AA+ Rates + 25bps

## Debt Service Schedule

| Date         | Principal              | Coupon   | Interest              | Total P+I              | 105%<br>Overlevy       |
|--------------|------------------------|----------|-----------------------|------------------------|------------------------|
| 02/01/2019   | -                      | -        | -                     | -                      | -                      |
| 02/01/2020   | 150,000.00             | 2.450%   | 376,609.28            | 526,609.28             | 552,939.74             |
| 02/01/2021   | 390,000.00             | 2.550%   | 340,435.00            | 730,435.00             | 766,956.75             |
| 02/01/2022   | 400,000.00             | 2.600%   | 330,490.00            | 730,490.00             | 767,014.50             |
| 02/01/2023   | 410,000.00             | 2.700%   | 320,090.00            | 730,090.00             | 766,594.50             |
| 02/01/2024   | 420,000.00             | 2.800%   | 309,020.00            | 729,020.00             | 765,471.00             |
| 02/01/2025   | 430,000.00             | 2.900%   | 297,260.00            | 727,260.00             | 763,623.00             |
| 02/01/2026   | 445,000.00             | 3.050%   | 284,790.00            | 729,790.00             | 766,279.50             |
| 02/01/2027   | 455,000.00             | 3.150%   | 271,217.50            | 726,217.50             | 762,528.38             |
| 02/01/2028   | 470,000.00             | 3.250%   | 256,885.00            | 726,885.00             | 763,229.25             |
| 02/01/2029   | 485,000.00             | 3.350%   | 241,610.00            | 726,610.00             | 762,940.50             |
| 02/01/2030   | 500,000.00             | 3.450%   | 225,362.50            | 725,362.50             | 761,630.63             |
| 02/01/2031   | 520,000.00             | 3.500%   | 208,112.50            | 728,112.50             | 764,518.13             |
| 02/01/2032   | 540,000.00             | 3.600%   | 189,912.50            | 729,912.50             | 766,408.13             |
| 02/01/2033   | 560,000.00             | 3.700%   | 170,472.50            | 730,472.50             | 766,996.13             |
| 02/01/2034   | 580,000.00             | 3.750%   | 149,752.50            | 729,752.50             | 766,240.13             |
| 02/01/2035   | 600,000.00             | 3.800%   | 128,002.50            | 728,002.50             | 764,402.63             |
| 02/01/2036   | 625,000.00             | 3.900%   | 105,202.50            | 730,202.50             | 766,712.63             |
| 02/01/2037   | 645,000.00             | 3.950%   | 80,827.50             | 725,827.50             | 762,118.88             |
| 02/01/2038   | 675,000.00             | 4.000%   | 55,350.00             | 730,350.00             | 766,867.50             |
| 02/01/2039   | 700,000.00             | 4.050%   | 28,350.00             | 728,350.00             | 764,767.50             |
| <b>Total</b> | <b>\$10,000,000.00</b> | <b>-</b> | <b>\$4,369,751.78</b> | <b>\$14,369,751.78</b> | <b>\$15,088,239.37</b> |

## Significant Dates

|                   |            |
|-------------------|------------|
| Dated             | 12/27/2018 |
| First Coupon Date | 8/01/2019  |

## Yield Statistics

|                   |              |
|-------------------|--------------|
| Bond Year Dollars | \$119,189.44 |
| Average Life      | 11.919 Years |
| Average Coupon    | 3.6662238%   |

|                                   |            |
|-----------------------------------|------------|
| Net Interest Cost (NIC)           | 3.7501238% |
| True Interest Cost (TIC)          | 3.7449816% |
| Bond Yield for Arbitrage Purposes | 3.6367344% |
| All Inclusive Cost (AIC)          | 3.8260841% |

## IRS Form 8038

|                           |              |
|---------------------------|--------------|
| Net Interest Cost         | 3.6662238%   |
| Weighted Average Maturity | 11.919 Years |





Resolution No. \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$10,000,000 General Obligation Capital Improvement Plan Bonds, Series 2018A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$10,000,000 General Obligation Capital Improvement Plan Bonds, Series 2018A (the "Bonds"), to finance Fire Station No. 2 in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 10, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
City Administrator



November 13, 2018

## Pre-Sale Report for

City of Inver Grove Heights, Minnesota

\$2,500,000 General Obligation  
Capital Improvement Plan Bonds, Series 2019A



**Prepared by:**

Steve Apfelbacher, CIPMA  
Senior Municipal Advisor

Jessica Cook,  
Financial Studies Group Supervisor

Jason Aarsvold, CIPMA  
Senior Municipal Advisor



## Executive Summary of Proposed Debt

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposed Issue:     | \$2,500,000 General Obligation Capital Improvement Plan Bonds, Series 2019A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Purposes:           | <p>The proposed issue includes financing for the new Fire Station No. 2</p> <p>Debt service on the bond issue (the “Bonds”) will be paid from ad valorem property taxes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Authority:          | <p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter:</p> <ul style="list-style-type: none"> <li>• 475</li> <li>• 475.521</li> </ul> <p>The Bonds count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City. Therefore, the total amount of outstanding debt cannot exceed \$112,415,478. As of October 26, 2018, the City has \$39,865,000 subject to the legal debt limit (inclusive of the 2018A and 2019A Bonds).</p> <p>In addition, a separate limitation under Minnesota Statutes 475.521 (“the CIP Act”) is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$5,995,492 for the Pay 2018 tax year (\$3,747,182,608 x .0016). The total annual principal and interest payments on the 2018A and 2019A CIP Bonds proposed to be issued will average approximately \$915,000 (no other CIP Debt). As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.</p> <p>The principal amount of the Bonds, with the exception of the underwriter’s discount, also counts against the \$12,500,000 authorized in the City’s Capital Improvement Plan.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> |
| Term/Call Feature:  | <p>The Bonds are being issued for a term of 20 years, 1month. Principal on the Bonds will be due on February 1 in the years 2021 through 2039. Interest is payable every six months beginning August 1, 2019.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on February 1, 2027 or any date thereafter.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Bank Qualification: | <p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the 2019 calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Rating:</b></p>                   | <p>The City's most recent bond issues were rated by Standard &amp; Poor's. The current rating on those bonds is "AA+". The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Basis for Recommendation:</b></p> | <p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Capital Improvement Bonds as a suitable financing option because it allows the City to provide its general obligation pledge to the bonds, providing the lowest interest rates as compared to other financing options. Based on our analysis and current interest rates the City would benefit financially from issuing the \$12,500,000 financing authorized for the Fire Station No. 2 in two separate issues that are each bank qualified.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>Method of Sale/Placement:</b></p> | <p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to increase the deposit into the project fund as long as the total bond proceeds from the 2018A and 2019A bond issues do not exceed \$12,750,000 (102% of the \$12,500,000 borrowing authorized in the City's Capital Improvement Plan).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Premium Pricing:</b></p>          | <p>In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds we have been directed to use the net premium to increase the deposit into the project fund as described above. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.</p> <p>The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.</p> |





|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Considerations:                      | The Bonds are being sold the same day as the \$10,000,000 General Obligation Capital Improvement Bonds, Series 2018A. Together, the two series of Bonds will finance Fire Station No. 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Review of Existing Debt:                   | <p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Continuing Disclosure:                     | Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.                                                                                               |
| Arbitrage Monitoring:                      | Because the Bonds are tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules. |
| Investment of and Accounting for Proceeds: | In order to more efficiently segregate funds for this project and maximize interest earnings, we recommend using an investment advisor, to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers Investment Partners, a subsidiary of Ehlers and registered investment advisor, will discuss an appropriate investment strategy with the City.                                                                                                                                                                                                                                                                                                                            |
| Risk Factors:                              | Interest rate changes could make it more or less advantageous to split the Fire Station financing into two bank qualified bond issues.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Other Service Providers:                   | This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their                         |



|          |                                                                                                                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Counsel:</b> Kennedy &amp; Graven, Chartered</p> <p><b>Paying Agent:</b> Wells Fargo Bank, National Association</p> <p><b>Rating Agency:</b> Standard &amp; Poor's Global Ratings (S&amp;P)</p> |
| Summary: | <p>The decisions to be made by the City Council are as follows:</p> <ul style="list-style-type: none"> <li>• Accept or modify the finance assumptions described in this report</li> <li>• Adopt the resolution attached to this report.</li> </ul>                                                                                 |

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



## Proposed Debt Issuance Schedule

|                                                  |                           |
|--------------------------------------------------|---------------------------|
| Pre-Sale Review by City Council:                 | November 13, 2018         |
| Distribute Official Statement:                   | Week of November 26, 2018 |
| Conference with Rating Agency:                   | Week of December 3, 2018  |
| City Council Meeting to Award Sale of the Bonds: | December 10, 2018         |
| Estimated Closing Date:                          | January 3, 2019           |

### Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

Resolution Authorizing Ehlers to Proceed With Bond Sale

### Ehlers Contacts

|                         |                   |                |
|-------------------------|-------------------|----------------|
| Municipal Advisors:     | Steve Apfelbacher | (651) 697-8510 |
|                         | Jessica Cook      | (651) 697-8546 |
|                         | Jason Aarsvold    | (651) 697-8512 |
| Disclosure Coordinator: | Silvia Johnson    | (651) 697-8580 |
| Financial Analyst:      | Alicia Gage       | (651) 697-8551 |

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.



# City of Inver Grove Heights, Minnesota

\$2,500,000 General Obligation Capital Improvement Bonds, Series 2019A

20 Year Term

Assumes Current Market BQ AA+ Rates + 25bps

## Sources & Uses

Dated 01/03/2019 | Delivered 01/03/2019

### Sources Of Funds

|                     |                |
|---------------------|----------------|
| Par Amount of Bonds | \$2,500,000.00 |
|---------------------|----------------|

|                      |                       |
|----------------------|-----------------------|
| <b>Total Sources</b> | <b>\$2,500,000.00</b> |
|----------------------|-----------------------|

### Uses Of Funds

|                                       |           |
|---------------------------------------|-----------|
| Total Underwriter's Discount (1.000%) | 25,000.00 |
|---------------------------------------|-----------|

|                   |           |
|-------------------|-----------|
| Costs of Issuance | 42,000.00 |
|-------------------|-----------|

|                         |              |
|-------------------------|--------------|
| Deposit to Project Fund | 2,433,000.00 |
|-------------------------|--------------|

|                   |                       |
|-------------------|-----------------------|
| <b>Total Uses</b> | <b>\$2,500,000.00</b> |
|-------------------|-----------------------|



# City of Inver Grove Heights, Minnesota

\$2,500,000 General Obligation Capital Improvement Bonds, Series 2019A

20 Year Term

Assumes Current Market BQ AA+ Rates + 25bps

## Debt Service Schedule

| Date         | Principal             | Coupon   | Interest              | Total P+I             | 105%<br>Overlevy      |
|--------------|-----------------------|----------|-----------------------|-----------------------|-----------------------|
| 02/01/2019   | -                     | -        | -                     | -                     | -                     |
| 02/01/2020   | -                     | -        | 93,111.92             | 93,111.92             | 97,767.52             |
| 02/01/2021   | 100,000.00            | 2.550%   | 86,392.50             | 186,392.50            | 195,712.13            |
| 02/01/2022   | 100,000.00            | 2.600%   | 83,842.50             | 183,842.50            | 193,034.63            |
| 02/01/2023   | 105,000.00            | 2.700%   | 81,242.50             | 186,242.50            | 195,554.63            |
| 02/01/2024   | 105,000.00            | 2.800%   | 78,407.50             | 183,407.50            | 192,577.88            |
| 02/01/2025   | 110,000.00            | 2.900%   | 75,467.50             | 185,467.50            | 194,740.88            |
| 02/01/2026   | 115,000.00            | 3.050%   | 72,277.50             | 187,277.50            | 196,641.38            |
| 02/01/2027   | 115,000.00            | 3.150%   | 68,770.00             | 183,770.00            | 192,958.50            |
| 02/01/2028   | 120,000.00            | 3.250%   | 65,147.50             | 185,147.50            | 194,404.88            |
| 02/01/2029   | 125,000.00            | 3.350%   | 61,247.50             | 186,247.50            | 195,559.88            |
| 02/01/2030   | 130,000.00            | 3.450%   | 57,060.00             | 187,060.00            | 196,413.00            |
| 02/01/2031   | 130,000.00            | 3.500%   | 52,575.00             | 182,575.00            | 191,703.75            |
| 02/01/2032   | 135,000.00            | 3.600%   | 48,025.00             | 183,025.00            | 192,176.25            |
| 02/01/2033   | 140,000.00            | 3.700%   | 43,165.00             | 183,165.00            | 192,323.25            |
| 02/01/2034   | 145,000.00            | 3.750%   | 37,985.00             | 182,985.00            | 192,134.25            |
| 02/01/2035   | 150,000.00            | 3.800%   | 32,547.50             | 182,547.50            | 191,674.88            |
| 02/01/2036   | 160,000.00            | 3.900%   | 26,847.50             | 186,847.50            | 196,189.88            |
| 02/01/2037   | 165,000.00            | 3.950%   | 20,607.50             | 185,607.50            | 194,887.88            |
| 02/01/2038   | 170,000.00            | 4.000%   | 14,090.00             | 184,090.00            | 193,294.50            |
| 02/01/2039   | 180,000.00            | 4.050%   | 7,290.00              | 187,290.00            | 196,654.50            |
| <b>Total</b> | <b>\$2,500,000.00</b> | <b>-</b> | <b>\$1,106,099.42</b> | <b>\$3,606,099.42</b> | <b>\$3,786,404.39</b> |

## Significant Dates

|                   |           |
|-------------------|-----------|
| Dated             | 1/03/2019 |
| First Coupon Date | 8/01/2019 |

## Yield Statistics

|                   |              |
|-------------------|--------------|
| Bond Year Dollars | \$30,154.44  |
| Average Life      | 12.062 Years |
| Average Coupon    | 3.6681141%   |

|                                   |            |
|-----------------------------------|------------|
| Net Interest Cost (NIC)           | 3.7510206% |
| True Interest Cost (TIC)          | 3.7459819% |
| Bond Yield for Arbitrage Purposes | 3.6389832% |
| All Inclusive Cost (AIC)          | 3.9291847% |

## IRS Form 8038

|                           |              |
|---------------------------|--------------|
| Net Interest Cost         | 3.6681141%   |
| Weighted Average Maturity | 12.062 Years |



Resolution No. \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$2,500,000 General Obligation Capital Improvement Plan Bonds, Series 2019A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$2,500,000 General Obligation Capital Improvement Plan Bonds, Series 2019A (the "Bonds"), to finance Fire Station No. 2 in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 10, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
City Administrator

**CITY OF INVER GROVE HEIGHTS****REQUEST FOR COUNCIL ACTION****Consider Resolution to Adopt the 2019 Fee Schedule**

Meeting Date: November 13, 2018

Item Type: Regular

Contact: 651-450-2513

Prepared by: Michelle Tesser, Clerk Clerk

Reviewed by: Department Heads &amp; Supervisors

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 the attached resolution and fee schedule setting forth license and permit fees and administrative service fees for 2019 Fee Schedule.

**SUMMARY** Staff annually submits recommendations to the Council on various license fees, administrative service fees and permit fees. The recommendations are based on an internal review of actual costs and a comparative analysis of what other metro area cities are charging for the similar products and services.

There are small amendments and corrections to the fees schedule. Those changes and fee amendments are noted in red on the attached spreadsheet. Staff is available to answer questions in regard to the fees.

**1. Administration****Gambling Fees**

Per City Code 4-7-8, organizations applying for gambling premise permits must have a one-time background investigation. The cost was not in the fee schedule and should be added.

- \$250.00 for initial background investigation

**Dog Licensing Fees**

The fees are consistent to the discussion the Council has been having related to changes to ordinances related to dog licensing which were discussed by the Council at the October Work Study Session.

**2. Community Development**

For 2019, staff is proposing fee increases for various (not all) flat fee building/plumbing/mechanical permits of 3% - 10%. Valuation-based permit fees are not proposed to increase. The fees selected for increase are based on the City's need to cover the cost to perform the inspection, while also keeping fees at a cost in-line with other neighboring communities. Beyond these reasons, more than ever customers are using credit cards to pay for permits and the City finds it reasonable to increase fees a nominal amount to cover the cost of credit card convenience fees. This is especially needed with the online permit portal coming in 2019 where the credit card vendor will not charge convenience fees separately, meaning the City must increase the permit fees to account for this charge. Because customers are demanding online options, staff does not anticipate any negative feedback from the fee increases as the convenience of being able to pay without visiting City Hall will greatly out-weight the \$1-\$5 fee increase. When determining what fees to increase, and by how much, staff reviewed the fee schedules for the cities of Woodbury, Eagan, West St. Paul, and South St. Paul. The table below

provides an illustration of four of the most common permits, the associated fee, and a comparison to the examined neighboring communities:

| PERMIT TYPE  | 2018  | Proposed 2019 | Woodbury*         | Eagan* | W. St. Paul* | S. St. Paul* |
|--------------|-------|---------------|-------------------|--------|--------------|--------------|
| ROOF         | \$100 | \$105         | Valuation-based** | \$105  | \$95         | \$150        |
| SIDING       | \$100 | \$105         | Valuation-based** | \$105  | \$95         | \$160        |
| WATER HEATER | \$50  | \$55          | \$75              | \$60   | \$50         | \$55         |
| FURNACE      | \$80  | \$80          | \$75              | \$60   | \$50         | \$55         |

\*2018 fee

\*\*a \$4,000 valued-project would cost \$118

Council may also note the charge for a 22" x 34" "construction plan sheet" appears to be rising significantly from \$3 to \$20. In actuality, the City has been charging \$20 for these for some time as noted under the GIS portion of the Fee Schedule, but for reasons unknown the CD fee was not raised for consistency. Charging \$20 is necessary to recover the paper and ink cost for these prints. Lastly, the charge for a zoning letter is proposed to increase from \$75 to \$100. These letters are typically requested by lenders who wish to confirm the property is being used in a conforming manner. These letters require research by the planners and the fee increase is necessary to cover their staff time.

### 3. Public Works

Hydrant, Meter or Valve Damage Deposit from \$1,000 to \$1,500 – The current cost to replace a hydrant meter is almost \$1,500. The damage deposit fee increase allows us to cover the actual cost of replacement.

Daily hydrant meter rental fee – The language is being added to clarify that the renter is also responsible for the cost of the water used.



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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ESTABLISHING 2019 LICENSE, PERMIT AND ADMINISTRATIVE FEE  
SCHEDULE**

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached Fee Schedule. Said schedule shall be effective January 1, 2019.

Adopted by the City Council of Inver Grove Heights this 13th day of November, 2018.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

| Department     | Type of License/Fee                           | Code Section | Expiration                         | 2018 Fee                                     | 2019 Fee                        |  |  |  |  |  |  |
|----------------|-----------------------------------------------|--------------|------------------------------------|----------------------------------------------|---------------------------------|--|--|--|--|--|--|
| Administration | Fees                                          |              |                                    |                                              |                                 |  |  |  |  |  |  |
|                | Licenses                                      |              |                                    |                                              |                                 |  |  |  |  |  |  |
|                | Automobile Sales                              | 4-5A-5       | 12/31                              | Class A = \$300<br>Class B = \$100           |                                 |  |  |  |  |  |  |
|                | Automobile Junkyard                           | 4-5C-4       | pay annual permit fee on           | \$1,000                                      |                                 |  |  |  |  |  |  |
|                | Bowling Alley                                 | 4-3-5        | 12/31                              | \$50                                         |                                 |  |  |  |  |  |  |
|                | Dog License                                   | 5-4-3        | <del>2-yr license</del><br>4/30    | \$20 Unaltered;<br>\$12 Altered              | \$20 Unaltered;<br>\$12 Altered |  |  |  |  |  |  |
|                | Dog License Transfer Fee (Transfer Ownership) | 5-4-3        | <del>4/30</del> 1-yr from issuance | \$10 Unaltered;<br>\$6 Altered               | \$10 Unaltered; \$5 Altered     |  |  |  |  |  |  |
|                | Dog License (Duplicate)                       | 5-4-3        | <del>4/30</del> 1-yr from issuance | \$1.00                                       | \$5.00                          |  |  |  |  |  |  |
|                | Garbage Collection                            | 8-6-2        | 12/31                              | \$150 plus \$3 per truck                     |                                 |  |  |  |  |  |  |
|                | Commercial Kennels                            | 5-4-9        | 2 - yr license<br>2/28             | \$500                                        |                                 |  |  |  |  |  |  |
|                | Non-Commercial Kennels                        | 5-4-9        | 2 -yr license<br>2/28              | \$100                                        |                                 |  |  |  |  |  |  |
|                | Therapeutic Massage Business License          | 4-8A-3       | 12/31                              | \$100                                        |                                 |  |  |  |  |  |  |
|                | Massage Therapist License                     | 4-8A-3       | 12/31                              | \$50                                         |                                 |  |  |  |  |  |  |
|                | Pawnbroker                                    | 4-2-5        | 12/31                              | \$8,000                                      |                                 |  |  |  |  |  |  |
|                | Peddler's License                             | 4-11-4       | period not to exceed 1 yr.         | \$50                                         |                                 |  |  |  |  |  |  |
|                | Peddler Photo ID Card                         | 4-11-4       | Concurrent w/License               | \$10                                         |                                 |  |  |  |  |  |  |
|                | Service Station                               | 4-5B-4       | 12/31                              | 1st Pump = \$60 plus \$8 for each add'l pump |                                 |  |  |  |  |  |  |
|                | Body Art and Tattoo Parlor License            | 4-9-1        | 12/31                              | \$50                                         |                                 |  |  |  |  |  |  |

[illegible]

| Department                | Type of License/Fee                              | Code Section | Expiration | 2018 Fee                                         | 2019 Fee |  |  |  |  |  |  |
|---------------------------|--------------------------------------------------|--------------|------------|--------------------------------------------------|----------|--|--|--|--|--|--|
| General Fees for Services |                                                  |              |            |                                                  |          |  |  |  |  |  |  |
|                           | Copies 8x11.5 or less (per page)                 | N/A          | N/A        | Black & White = \$0.10/pg;<br>Color = \$0.25/pg. |          |  |  |  |  |  |  |
|                           | Copies 11x17 (per page)                          | N/A          | N/A        | Black & White = \$0.25/pg;<br>Color = \$0.50/pg. |          |  |  |  |  |  |  |
|                           | Large Format Copies (per page)                   | N/A          | N/A        | \$5.00                                           |          |  |  |  |  |  |  |
|                           | City Code Book                                   |              | N/A        | \$200                                            |          |  |  |  |  |  |  |
|                           | City Council Minutes                             |              | N/A        | Per page cost equivalent to cost of copies       |          |  |  |  |  |  |  |
|                           | City Council Agendas                             |              | N/A        | Per page cost equivalent to cost of copies       |          |  |  |  |  |  |  |
|                           | Notary Fee                                       |              |            | \$5/occurrence                                   |          |  |  |  |  |  |  |
| Police                    | Fees                                             |              |            |                                                  |          |  |  |  |  |  |  |
| Background Investigations |                                                  |              |            |                                                  |          |  |  |  |  |  |  |
|                           | Liquor Licenses (New)                            | 4-1-9        | N/A        |                                                  |          |  |  |  |  |  |  |
|                           | Single, Natural Person                           |              |            | \$250                                            |          |  |  |  |  |  |  |
|                           | Change of Ownership, Officers or General Manager |              |            | \$250                                            |          |  |  |  |  |  |  |
|                           | Club                                             |              |            | \$325                                            |          |  |  |  |  |  |  |
|                           | Partnership                                      |              |            | \$400                                            |          |  |  |  |  |  |  |
|                           | Corporation/LLC                                  |              |            | \$500                                            |          |  |  |  |  |  |  |
|                           | Liquor Licenses (Renewal)                        | 4-1-9        | N/A        | \$50                                             |          |  |  |  |  |  |  |
|                           | Therapeutic Massage                              | 4-8A-4       | N/A        |                                                  |          |  |  |  |  |  |  |
|                           | Business (New)                                   |              |            | \$500 (Includes investigation for 1 therapist)   |          |  |  |  |  |  |  |



| Department                | Type of License/Fee                                                                   | Code Section       | Expiration | 2018 Fee                                                                                                                                           | 2019 Fee |  |  |  |  |  |  |
|---------------------------|---------------------------------------------------------------------------------------|--------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|--|--|--|--|--|
|                           | Business (Renewal)                                                                    |                    | \$50       |                                                                                                                                                    |          |  |  |  |  |  |  |
|                           | Individual Therapist (New)                                                            |                    |            | \$175                                                                                                                                              |          |  |  |  |  |  |  |
|                           | Individual Therapist (Renewal)                                                        |                    |            | \$50                                                                                                                                               |          |  |  |  |  |  |  |
|                           | Pawnbroker                                                                            | 4-2-4              | N/A        | \$150                                                                                                                                              |          |  |  |  |  |  |  |
|                           | Peddler/Solicitor                                                                     | 4-11-4<br>& 4-11-5 | N/A        | \$50 per person                                                                                                                                    |          |  |  |  |  |  |  |
|                           | Out of State Background Cost (last 5 years of residence)                              |                    |            | Amount varies per State                                                                                                                            |          |  |  |  |  |  |  |
|                           | Body Art and Tattoo Parlor License                                                    | 4-9-1              |            | \$500 initial/ \$50 renewal                                                                                                                        |          |  |  |  |  |  |  |
|                           | Gambling Permit Permit                                                                | 4-7-8              |            |                                                                                                                                                    | \$250    |  |  |  |  |  |  |
| General Fees for Services |                                                                                       |                    |            |                                                                                                                                                    |          |  |  |  |  |  |  |
|                           | Inv. For DCSS Foster Care/Day Care                                                    |                    | N/A        | \$5                                                                                                                                                |          |  |  |  |  |  |  |
|                           | Clearance Letter for Records Check                                                    |                    | N/A        | \$15                                                                                                                                               |          |  |  |  |  |  |  |
|                           | Photos (negative/digital)                                                             |                    | N/A        | \$1 ea., \$5 min.                                                                                                                                  |          |  |  |  |  |  |  |
|                           | CD/DVD                                                                                |                    | N/A        | \$20                                                                                                                                               |          |  |  |  |  |  |  |
|                           | All other Police reports/data/Accident Report (no cost to victim of domestic assault) |                    | N/A        | \$0.10/page fee at 10 pages for data requests, <i>except</i> requests of 100 or more pages will be based on the actual cost of retrieving the data |          |  |  |  |  |  |  |
|                           | APS Transaction Fee                                                                   |                    | N/A        | \$1.90                                                                                                                                             |          |  |  |  |  |  |  |
|                           | Goose Hunting Permit Fee                                                              |                    |            | 20                                                                                                                                                 |          |  |  |  |  |  |  |
|                           | Bowhunting Permit Fee                                                                 |                    | N/A        | 0                                                                                                                                                  |          |  |  |  |  |  |  |
|                           | Fingerprinting                                                                        |                    | N/A        | \$20                                                                                                                                               |          |  |  |  |  |  |  |
|                           | Pound Redemption Fees (Animal Control)                                                |                    | N/A        | \$35                                                                                                                                               |          |  |  |  |  |  |  |

| Department                                                                                       | Type of License/Fee                                                                             | Code Section | Expiration           | 2018 Fee                                                                                                                          | 2019 Fee                       |  |  |  |  |  |  |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--|--|--|--|--|--|
|                                                                                                  | Dog Found Without a License                                                                     | 5-4-3        | 1-year from issuance |                                                                                                                                   | \$40 Unaltered<br>\$20 Altered |  |  |  |  |  |  |
|                                                                                                  | Animal Cage Rental                                                                              |              | N/A                  | \$5                                                                                                                               |                                |  |  |  |  |  |  |
|                                                                                                  | Potentially Dangerous Dog Registration                                                          |              | N/A                  | \$500                                                                                                                             |                                |  |  |  |  |  |  |
|                                                                                                  | Dangerous Dog Hearing                                                                           | 5-4-3        |                      |                                                                                                                                   | \$200                          |  |  |  |  |  |  |
|                                                                                                  | Administrative Law Judge Review for Appeals of potentially dangerous/dangerous dog declarations |              | N/A                  | Actual expenses of the hearing up to a maximum of \$1,000                                                                         |                                |  |  |  |  |  |  |
|                                                                                                  | Police Officer and Squad Car Off-Duty Charge                                                    |              | N/A                  | \$75/hr.                                                                                                                          |                                |  |  |  |  |  |  |
|                                                                                                  | Court-Ordered Firearm Seizures/Surrenders                                                       | N/A          | N/A                  |                                                                                                                                   |                                |  |  |  |  |  |  |
|                                                                                                  | Intake Fee                                                                                      |              |                      | \$50                                                                                                                              |                                |  |  |  |  |  |  |
|                                                                                                  | Storage of Firearm                                                                              |              |                      | \$0.50/day                                                                                                                        |                                |  |  |  |  |  |  |
|                                                                                                  | Firearm Release Fee                                                                             |              |                      | \$50                                                                                                                              |                                |  |  |  |  |  |  |
|                                                                                                  | Abandoned Firearm                                                                               |              |                      | Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund |                                |  |  |  |  |  |  |
| Reissued Permits during calendar year for Police, Fire, and Combination Police/Fire Alarm System |                                                                                                 |              |                      |                                                                                                                                   |                                |  |  |  |  |  |  |
|                                                                                                  | First Issued Permit                                                                             |              |                      | \$100                                                                                                                             |                                |  |  |  |  |  |  |

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| Department | Type of License/Fee                                                     | Code<br>Section | Expiration | 2018 Fee                                                                                         | 2019 Fee |  |  |  |  |  |  |
|------------|-------------------------------------------------------------------------|-----------------|------------|--------------------------------------------------------------------------------------------------|----------|--|--|--|--|--|--|
|            |                                                                         |                 |            |                                                                                                  |          |  |  |  |  |  |  |
|            | Standard Printed Maps                                                   | N/A             | N/A        | Fees for Maps<br>are based on size.<br>Custom map<br>sizes available<br>upon request             |          |  |  |  |  |  |  |
|            | Letter (8.5" x 11")                                                     |                 |            | \$5                                                                                              |          |  |  |  |  |  |  |
|            | Tabloid (11" x 17")                                                     |                 |            | \$10                                                                                             |          |  |  |  |  |  |  |
|            | C-size (18" x 24")                                                      |                 |            | \$15                                                                                             |          |  |  |  |  |  |  |
|            | D-size (24" x 36")                                                      |                 |            | \$20                                                                                             |          |  |  |  |  |  |  |
|            | E-size (36" x 48")                                                      |                 |            | \$25                                                                                             |          |  |  |  |  |  |  |
|            | Additional Shipping/Handling Fees for<br>map products delivered by mail | N/A             | N/A        |                                                                                                  |          |  |  |  |  |  |  |
|            | <i>Mailed in Envelope (large maps folded):</i>                          |                 |            |                                                                                                  |          |  |  |  |  |  |  |
|            | Letter or Tabloid                                                       |                 |            | \$1                                                                                              |          |  |  |  |  |  |  |
|            | C or D size                                                             |                 |            | \$2                                                                                              |          |  |  |  |  |  |  |
|            | E - size                                                                |                 |            | \$3                                                                                              |          |  |  |  |  |  |  |
|            | <i>Mailed in Tube:</i>                                                  |                 |            |                                                                                                  |          |  |  |  |  |  |  |
|            | Letter or Tabloid                                                       |                 |            | \$2                                                                                              |          |  |  |  |  |  |  |
|            | C - size                                                                |                 |            | \$3                                                                                              |          |  |  |  |  |  |  |
|            | D - size                                                                |                 |            | \$4                                                                                              |          |  |  |  |  |  |  |
|            | E - size                                                                |                 |            | \$5                                                                                              |          |  |  |  |  |  |  |
|            | <i>CD Mailed</i>                                                        |                 |            | \$2                                                                                              |          |  |  |  |  |  |  |
|            | Custom Map Production Using Existing<br>Data                            | N/A             | N/A        | subject to an<br>hourly fee of \$50<br>(half hour min.)<br>in addition to size-<br>based map fee |          |  |  |  |  |  |  |



| Department                                  | Type of License/Fee                         | Code Section | Expiration | 2018 Fee                                                                             | 2019 Fee |  |  |  |  |  |  |
|---------------------------------------------|---------------------------------------------|--------------|------------|--------------------------------------------------------------------------------------|----------|--|--|--|--|--|--|
|                                             | Custom Map Production with Data Development | N/A          | N/A        | subject to an hourly fee of \$100 (half hour min.) in addition to size-based map fee |          |  |  |  |  |  |  |
|                                             | Electronic Data                             | N/A          | N/A        | cost provided per request                                                            |          |  |  |  |  |  |  |
|                                             | Vector: shapefile or CAD                    |              |            |                                                                                      |          |  |  |  |  |  |  |
|                                             | Raster: IMG, TF, SID                        |              |            |                                                                                      |          |  |  |  |  |  |  |
|                                             | Graphic Files: JPG, PDF, TIF, AVI           |              |            |                                                                                      |          |  |  |  |  |  |  |
|                                             | GIS Data or Graphic Files                   | N/A          | N/A        |                                                                                      |          |  |  |  |  |  |  |
|                                             | Delivery on CD                              |              |            | \$10                                                                                 |          |  |  |  |  |  |  |
|                                             | Delivery by email                           |              |            | \$5                                                                                  |          |  |  |  |  |  |  |
|                                             |                                             |              |            |                                                                                      |          |  |  |  |  |  |  |
| Public Works                                | Fees                                        |              |            |                                                                                      |          |  |  |  |  |  |  |
| Land Alteration Permit (Plan Checking)      |                                             |              |            |                                                                                      |          |  |  |  |  |  |  |
|                                             | 0 up to 30 cubic yards                      |              |            | No fee                                                                               |          |  |  |  |  |  |  |
|                                             | 30 up to 500 cubic yards                    |              |            | \$25 plus \$0.25 per cubic yard                                                      |          |  |  |  |  |  |  |
|                                             | 500 up to 10,000 cubic yards                |              |            | \$150 plus \$0.03 per cubic yard                                                     |          |  |  |  |  |  |  |
|                                             | 10,000 up to 100,000 cubic yards            |              |            | \$950 plus \$0.005 per cubic yard                                                    |          |  |  |  |  |  |  |
|                                             | 100,000 cubic yards or more                 |              |            | \$1150 plus \$0.003 per cubic yard                                                   |          |  |  |  |  |  |  |
| Land Alteration Permit (Grading Inspection) |                                             |              |            |                                                                                      |          |  |  |  |  |  |  |
|                                             | 0 up to 30 cubic yards                      |              |            | No Fee                                                                               |          |  |  |  |  |  |  |

| Department               | Type of License/Fee                                                                                                | Code<br>Section | Expiration | 2018 Fee                             | 2019 Fee |  |  |  |  |  |  |
|--------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------|------------|--------------------------------------|----------|--|--|--|--|--|--|
|                          |                                                                                                                    |                 |            |                                      |          |  |  |  |  |  |  |
|                          | 30 up to 500 cubic yards                                                                                           |                 |            | \$25 plus \$0.25<br>per cubic yard   |          |  |  |  |  |  |  |
|                          | 500 up to 10,000 cubic yards                                                                                       |                 |            | \$150 plus \$0.02<br>per cubic yard  |          |  |  |  |  |  |  |
|                          | 10,000 up to 100,000 cubic yards                                                                                   |                 |            | \$550 plus \$0.005<br>per cubic yard |          |  |  |  |  |  |  |
|                          | 100,000 cubic yards or more                                                                                        |                 |            | \$800 plus \$0.002<br>per cubic yard |          |  |  |  |  |  |  |
|                          | All land alteration permits require a<br>surety, based on the area disturbed, to<br>guarantee final restoration    |                 |            |                                      |          |  |  |  |  |  |  |
|                          | Annual Renewal                                                                                                     |                 |            | \$75                                 |          |  |  |  |  |  |  |
| Meter Testing            |                                                                                                                    |                 |            |                                      |          |  |  |  |  |  |  |
|                          | 5/8" meter                                                                                                         |                 |            | \$135                                |          |  |  |  |  |  |  |
|                          | 3/4 " meter                                                                                                        |                 |            | \$135                                |          |  |  |  |  |  |  |
|                          | 1" meter                                                                                                           |                 |            | \$135                                |          |  |  |  |  |  |  |
|                          | 1.5" meter                                                                                                         |                 |            | \$165                                |          |  |  |  |  |  |  |
|                          | 2" meter                                                                                                           |                 |            | \$165                                |          |  |  |  |  |  |  |
|                          | Compound Meter                                                                                                     |                 |            | \$350                                |          |  |  |  |  |  |  |
|                          | Water Shut-Offs and Turn-Ons                                                                                       | N/A             | N/A        | \$25                                 |          |  |  |  |  |  |  |
| Miscellaneous            |                                                                                                                    |                 |            |                                      |          |  |  |  |  |  |  |
|                          | Assessment Search                                                                                                  | N/A             | N/A        | \$15                                 |          |  |  |  |  |  |  |
|                          | Capital Improvement Plan                                                                                           | N/A             | N/A        | \$25                                 |          |  |  |  |  |  |  |
|                          | Water Resources Management Plan                                                                                    | N/A             | N/A        | \$290                                |          |  |  |  |  |  |  |
|                          | Right-of-Way (Street Opening) Permit -<br>surety may be required to ensure that the<br>street is properly restored |                 |            | \$75                                 |          |  |  |  |  |  |  |
|                          | Overweight Load Permit                                                                                             |                 |            | \$50 per load                        |          |  |  |  |  |  |  |
|                          | Driveway Permit                                                                                                    |                 |            | \$25                                 |          |  |  |  |  |  |  |
| Erosion Control Tracking |                                                                                                                    |                 |            |                                      |          |  |  |  |  |  |  |

| Department           | Type of License/Fee                            | Code Section | Expiration     | 2018 Fee                                                    | 2019 Fee                                                    |  |  |  |  |  |  |
|----------------------|------------------------------------------------|--------------|----------------|-------------------------------------------------------------|-------------------------------------------------------------|--|--|--|--|--|--|
|                      | Single Family Home                             |              |                | \$50.00                                                     |                                                             |  |  |  |  |  |  |
|                      | Multi Family or other Large Building           |              |                | \$89.00                                                     |                                                             |  |  |  |  |  |  |
| Hydrant Meters       |                                                |              |                |                                                             |                                                             |  |  |  |  |  |  |
|                      | Hydrant, Meter, or Valve Damage Deposit        | N/A          | N/A            | \$1,000                                                     | \$1,500                                                     |  |  |  |  |  |  |
|                      | Daily hydrant/meter rental fee                 | N/A          | N/A            | \$2.00                                                      | \$2.00/day plus cost and water used                         |  |  |  |  |  |  |
| Community Dev.       | Fees                                           |              |                |                                                             |                                                             |  |  |  |  |  |  |
| Rental License Fees  |                                                |              |                |                                                             |                                                             |  |  |  |  |  |  |
|                      | Single Family, Condominium Unit, Townhome Unit |              | 2 year license | \$50.00                                                     |                                                             |  |  |  |  |  |  |
|                      | Duplex, Triplex, Fourplex, Apartment Buildings |              | 2 year license | \$150 per building, additional \$15 per unit                |                                                             |  |  |  |  |  |  |
|                      | Investigation Fee per license                  |              | 2 year license | \$25.00                                                     |                                                             |  |  |  |  |  |  |
| Building Permit Fees |                                                |              |                |                                                             |                                                             |  |  |  |  |  |  |
|                      | Plan Review Fee                                |              |                | 65% of the building permit fee when determined by valuation | 65% of the building permit fee when determined by valuation |  |  |  |  |  |  |
|                      | Decks                                          |              |                | Based on valuation x .0005 of valuation *                   | Based on valuation x .0005 of valuation *                   |  |  |  |  |  |  |
|                      | Roofing (new and existing homes)               |              |                | \$100                                                       | \$105                                                       |  |  |  |  |  |  |
|                      | Siding (new and existing homes)                |              |                | \$100                                                       | \$105                                                       |  |  |  |  |  |  |

| Department | Type of License/Fee                             | Code<br>Section | Expiration | 2018 Fee                                        | 2019 Fee                                        |  |  |  |  |  |  |
|------------|-------------------------------------------------|-----------------|------------|-------------------------------------------------|-------------------------------------------------|--|--|--|--|--|--|
|            |                                                 |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |
|            | Garage                                          |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |
|            | Porch                                           |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |
|            | Moving of Buildings                             |                 |            | \$300                                           | \$300                                           |  |  |  |  |  |  |
|            | Building Demo - Accessory Structures            |                 |            | \$100                                           | \$105                                           |  |  |  |  |  |  |
|            | Building Demo - Single Family Homes             |                 |            | \$100                                           | \$105                                           |  |  |  |  |  |  |
|            | Building Demo - Commercial                      |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |
|            | Mobile Home Installation                        |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |
|            | Retaining Walls                                 |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |
|            | Above Ground Swimming Pools (includes<br>fence) |                 |            | Based on<br>valuation x .0005<br>of valuation * | Based on<br>valuation x .0005<br>of valuation * |  |  |  |  |  |  |



| Department                                                         | Type of License/Fee                                                        | Code Section | Expiration | 2018 Fee                                                          | 2019 Fee                                                          |  |  |  |  |  |  |
|--------------------------------------------------------------------|----------------------------------------------------------------------------|--------------|------------|-------------------------------------------------------------------|-------------------------------------------------------------------|--|--|--|--|--|--|
|                                                                    | In Ground Swimming Pools                                                   |              |            | Based on valuation plus plan review fee of x .0005 of valuation * | Based on valuation plus plan review fee of x .0005 of valuation * |  |  |  |  |  |  |
|                                                                    | Fences (around pools and property)                                         |              |            | \$50                                                              | \$50                                                              |  |  |  |  |  |  |
|                                                                    | Inspections when no permit is issued                                       |              |            | \$100                                                             | \$105                                                             |  |  |  |  |  |  |
|                                                                    | Inspections outside of normal business hours when approved by the Director |              |            | \$150/hr                                                          | \$150/hr                                                          |  |  |  |  |  |  |
| Permit Fees - Plumbing                                             |                                                                            |              |            |                                                                   |                                                                   |  |  |  |  |  |  |
|                                                                    | Plumbing Single-Family Residential                                         |              |            | \$80 base fee + \$3 for each fixture                              | \$85 base fee + \$4 for each fixture                              |  |  |  |  |  |  |
|                                                                    | Plumbing Commercial and Multi-Family                                       |              |            | \$80 base fee + 2% of contracted work value in dollars            | \$85 base fee + 2% of contracted work value in dollars            |  |  |  |  |  |  |
|                                                                    | Plumbing Installation or Replacement of Single Fixture                     |              |            | \$80                                                              | \$85                                                              |  |  |  |  |  |  |
|                                                                    | Water Heater Replacement                                                   |              |            | \$50                                                              | \$55                                                              |  |  |  |  |  |  |
|                                                                    | Water Softener (New or Replacement)                                        |              |            | \$50                                                              | \$55                                                              |  |  |  |  |  |  |
| On-Site Septic Systems<br>(includes site review & \$40 County Fee) |                                                                            |              |            |                                                                   |                                                                   |  |  |  |  |  |  |
|                                                                    | Single Family - New & existing                                             |              |            | \$500 flat fee + \$5 state surcharge = \$505                      | \$515 flat fee + \$5 state surcharge = \$535                      |  |  |  |  |  |  |

| Department                         | Type of License/Fee                                               | Code Section | Expiration | 2018 Fee                                               | 2019 Fee                                               |  |  |  |  |  |  |
|------------------------------------|-------------------------------------------------------------------|--------------|------------|--------------------------------------------------------|--------------------------------------------------------|--|--|--|--|--|--|
|                                    | Commercial systems less than 4,999 gallons/day                    |              |            | \$750 flat fee + \$5 state surcharge = \$755           | \$775 flat fee + \$5 state surcharge = \$800           |  |  |  |  |  |  |
|                                    | Commercial systems more than 5,000 gallons/day                    |              |            | \$1,500 flat fee + \$5 state surcharge = \$1,505       | \$1,545 flat fee + \$5 state surcharge = \$1,605       |  |  |  |  |  |  |
|                                    | Sewer and Water Connection Inspection (together or separately)    |              |            | \$125                                                  | \$130                                                  |  |  |  |  |  |  |
|                                    | Commercial and Multi-Family Sewer and Water Connection Inspection |              |            | \$80 base fee + 2% of contracted work value in dollars | \$80 base fee + 2% of contracted work value in dollars |  |  |  |  |  |  |
|                                    | Tank Replacement                                                  |              |            | \$250                                                  | \$260                                                  |  |  |  |  |  |  |
| Permit Fees - Mechanical           |                                                                   |              |            |                                                        |                                                        |  |  |  |  |  |  |
|                                    | Gas Piping and Air Test Only                                      |              |            | \$50                                                   | \$55                                                   |  |  |  |  |  |  |
|                                    | Single Family Residential                                         |              |            |                                                        |                                                        |  |  |  |  |  |  |
|                                    | New Construction                                                  |              |            | \$100                                                  | \$105                                                  |  |  |  |  |  |  |
|                                    | Furnace Replacement                                               |              |            | \$80                                                   | \$80                                                   |  |  |  |  |  |  |
|                                    | Gas Fireplace or other single gas appliance                       |              |            | \$80                                                   | \$80                                                   |  |  |  |  |  |  |
|                                    | A/C (new or replacement)                                          |              |            | \$80                                                   | \$80                                                   |  |  |  |  |  |  |
|                                    | Commercial and Multi-Family                                       |              |            | \$80 base fee + 2% of contracted work value in dollars | \$85 base fee + 2% of contracted work value in dollars |  |  |  |  |  |  |
| Permit Fees - Signs and Billboards |                                                                   |              |            |                                                        |                                                        |  |  |  |  |  |  |

| Department             | Type of License/Fee                            | Code<br>Section | Expiration | 2018 Fee              | 2019 Fee              |  |  |  |  |  |  |
|------------------------|------------------------------------------------|-----------------|------------|-----------------------|-----------------------|--|--|--|--|--|--|
|                        |                                                |                 |            |                       |                       |  |  |  |  |  |  |
|                        | Permanent Business Signs regardless of<br>size |                 |            | \$40                  | \$40                  |  |  |  |  |  |  |
|                        | Billboards up to 100 square feet in area       |                 |            | \$200                 | \$200                 |  |  |  |  |  |  |
|                        | Billboards over 100 square feet in area        |                 |            | \$300                 | \$300                 |  |  |  |  |  |  |
|                        | Temporary Portable Signs                       |                 |            | \$15                  | \$15                  |  |  |  |  |  |  |
|                        | Monument/Pylon Signs                           |                 |            | based on<br>valuation | based on<br>valuation |  |  |  |  |  |  |
| Zoning and Regulations |                                                |                 |            |                       |                       |  |  |  |  |  |  |
|                        | Contractor, Trade or Business Permit           | 4-6-2           | 12/31      | \$50.00               | \$50.00               |  |  |  |  |  |  |
|                        | Nuisance Abatement for Mowing                  |                 |            | \$70/hr.              | \$70/hr.              |  |  |  |  |  |  |
|                        | Comprehensive Guide Plan                       |                 |            | \$100.00              | \$100.00              |  |  |  |  |  |  |
|                        | Construction Plan Sheet (22"x34")              |                 |            | \$3.00                | \$20.00               |  |  |  |  |  |  |
|                        | Zoning & Related Land Use Regulations          |                 |            | \$75.00               | \$75.00               |  |  |  |  |  |  |
|                        | Subdivision Code                               |                 |            | \$25.00               | \$25.00               |  |  |  |  |  |  |
|                        | Zoning Letter                                  |                 |            | \$75.00               | \$100.00              |  |  |  |  |  |  |
|                        | Sewage Tank Maintenance Permit<br>(Commercial) |                 |            | \$35.00               | \$35.00               |  |  |  |  |  |  |

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

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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

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**TO: Mayor and Council Members**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: November 2, 2018**  
**RE: Amendment to Gambling Ordinance**

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**Section 1. Background.** The gambling ordinance is found in Title 4 Chapter 7 of the City Code. At a previous work session, the Council identified possible changes that could be considered. The matter is now on the Council Agenda for the first reading of an ordinance to amend the gambling provisions. A draft ordinance is attached.

**Section 2. Changes.** The major changes are:

1. The current ordinance allows an organization to have only two premises permits. The new ordinance removes this restriction and allows an organization to have an unlimited number of premises permits in the city.
2. The current ordinance allows only one premises permit per liquor establishment. The new ordinance allows two premises permit per liquor establishment.
3. The current ordinance requires that 60% of lawful purpose expenditures be made in the Trade Area. This requirement is the same in the new ordinance. Minnesota Statutes section 349.213 requires that the Trade Area include every city contiguous to Inver Grove Heights. Thus, the Trade Area is Inver Grove Heights and South St. Paul, Rosemount, Eagan, West St. Paul, Sunfish Lake, St. Paul Park, Newport and Mendota Heights.
4. The current ordinance does not require any direct payment to the city. The new ordinance requires that each organization contribute 10% of net profits derived from lawful gambling in the city to a fund administered and regulated by the city without cost to the fund.

The required payment under this section shall be made monthly no later than 15 days after the end of the month.



The funds must be disbursed by the city for (i) charitable contributions as defined in section 349.12, subdivision 7a, or (ii) police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations. If the city receives and makes expenditures authorized under this section, then the city must by March 15 of each year file a report with the Board, on a form the Board prescribes, that lists all such revenues collected, interest received on fund balances, and expenditures for the previous calendar year. If the city makes charitable contributions authorized under this section, then the city must acknowledge the financial contributions of organizations conducting lawful gambling to the community and to the recipients of the funds. This may occur in communications about the funds as well as in the distribution of funds.

The city's use of such funds shall be determined at the time of adoption of the city's annual budget or when the budget is amended.

5. There are a number of gambling activities that are exempt from the state licensing. The old ordinance attempted to list the major exemptions, but over time the exemptions have multiplied and it is difficult to keep up with the changes. So, in the new ordinance we have just referenced the statutory sections that identify the exemptions and exclusions. This is a "house-keeping" change to keep up with the statutory changes.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS  
CITY CODE TITLE 4 CHAPTER 7 RELATED TO GAMBLING**

The City Council of Inver Grove Heights does hereby ordain:

**Section 1. Amendment.** Inver Grove Heights City Code Title 4 Chapter 7 in its entirety is hereby amended to read as follows:

**4-7-1: ADOPTION OF STATE LAW BY REFERENCE:**

The provisions of Minnesota Statutes, chapter 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this chapter as if set out in full. It is the intention of the Council that all future amendments of Minnesota Statutes, chapter 349, are hereby adopted by reference or referenced as if they had been in existence at the time this chapter was adopted. (Ord. 1206, 3-8-2010)

**4-7-2: CITY MAY BE MORE RESTRICTIVE THAN STATE LAW:**

The Council is authorized by the provisions of Minnesota Statutes section 349.213, as it may be amended from time to time, to impose, and has imposed in this chapter, additional restrictions on gambling within its limits beyond those contained in Minnesota Statutes, chapter 349, as it may be amended from time to time. (Ord. 1206, 3-8-2010)

**4-7-3: PURPOSE:**

The purpose of this chapter is to regulate lawful gambling within the city of Inver Grove Heights, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes. (Ord. 1206, 3-8-2010)

**4-7-4: DEFINITIONS:**

In addition to the definitions contained in Minnesota Statutes section 349.12, as it may be amended from time to time, the following terms are defined for purposes of this chapter:

**BOARD:** The State of Minnesota Gambling Control Board.

**LICENSED ORGANIZATION:** An organization licensed by the Board.

**LOCAL ORGANIZATION:** An organization defined by Minnesota Statutes section 349.12 that also meets the following criteria:

A. The organization has at least fifteen (15) members that are current residents of the city; and

B. The physical site for the organization's headquarters or the registered office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding the application for a license; or

C. The organization owns real estate within the city, and the lawful gambling is conducted on the property owned by the organization within the city; or

D. The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the city and has been located within the city for at least two (2) years immediately preceding application for a license.

TRADE AREA: Pursuant to Minnesota Statutes section 349.213, the cities of Inver Grove Heights, South St. Paul, Rosemount, Eagan, West St. Paul, Sunfish Lake, St. Paul Park, Newport, and Mendota Heights constitute the Trade Area. (Ord. 1206, 3-8-2010)

#### 4-7-5: APPLICABILITY:

This chapter shall be construed to regulate all forms of lawful gambling within the city except:

A. Lawful gambling that is excluded from licensure pursuant to Minnesota Statutes section 349.166, subdivision 1.

B. Lawful gambling that is exempt from licensure pursuant to Minnesota Statutes section 349.166, subdivision 2. (Ord. 1206, 3-8-2010)

#### 4-7-6: LAWFUL GAMBLING PERMITTED:

Lawful gambling is permitted within the city provided it is conducted in accordance with Minnesota Statutes sections 609.75 through 609.763, inclusive, as they may be amended from time to time; Minnesota Statutes sections 349.11 through 349.23, inclusive, as they may be amended from time to time; and this chapter. (Ord. 1206, 3-8-2010)

#### 4-7-7: COUNCIL APPROVAL:

Lawful gambling authorized by Minnesota Statutes sections 349.11 through 349.23, inclusive, as they may be amended from time to time, requiring local approval shall not be conducted unless the premises permit is approved by the Council, subject to the provisions of this chapter and state law. (Ord. 1206, 3-8-2010)

#### 4-7-8: APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS:

A. Eligibility For A Premises Permit: A premises permit may only be issued and approved if:

1. The premises is an on-sale liquor establishment;
2. No more than one other premises permit currently exists for the premises;
3. The organization that will conduct the lawful gambling is eligible for an organization license from the Board.

B. Process:

1. Application: Any organization seeking to obtain a premises permit from the Board shall file with the clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the Board. The organization shall pay the city a two hundred fifty dollars (\$250.00) investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced.
2. Background Investigation: Upon receipt of an application for issuance of a premises permit, the clerk shall transmit the application to the police department for review and recommendation. The police department shall investigate the matter and make the review and recommendation to the Council as soon as possible, but in no event later than forty-five (45) days following receipt of the application by the city. The Council shall receive the police department's report and consider the application within forty-five (45) days of the date the application was submitted to the clerk.
3. Approval Or Denial Of Application: The applicant shall be notified in writing of the date on which the Council will consider the recommendation. The Council shall, by resolution, approve or disapprove the application within sixty (60) days of receipt of the application.

C. Grounds For Ineligibility: The Council shall deny an application for issuance of a premises permit for any of the following reasons:

1. Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.
2. The premises for which a premises permit is sought is not an on-sale liquor establishment.
3. The organization that will conduct the lawful gambling is ineligible for an organizational license from the Board.
4. There are already two Licensed Organizations permitted to conduct lawful gambling activities at the premises.
5. Failure of the applicant to pay the investigation fee provided by this section within the prescribed time limit.
6. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.



D. Renewal: The Council is without authority to compel the owner of an on-sale liquor establishment to renew a premises permit. (Ord. 1206, 3-8-2010)

#### 4-7-9: PRIORITY IN APPROVAL PROCESS:

It is anticipated that there may be multiple organizations applying for an available premises permit at a single on-sale liquor establishment. Therefore, the following criteria, in the order listed, prioritize and determine the approval for the available premises permit:

A. If there are two (2) or more applications, then a Local Organization will be preferred over an organization that does not meet the definition of Local Organization. Because of the nuisance prone nature of gambling, compared to other licensing or permitting activities within the city, the city prefers that the organization have a local connection so as to facilitate investigation of applicants and the investigation and arrest of violators. Where two (2) or more organizations seek to obtain an available premises permit at the same on-sale liquor establishment, the organization that meets the definition of Local Organization will be preferred over an organization that does not meet the definition.

B. If two (2) or more nonlocal organizations seek approval, the Council will approve the organization which applied first. (Ord. 1206, 3-8-2010)

#### 4-7-10: INSPECTIONS:

A. All Licensed Organizations are deemed to have consented to inspection of the licensed or permitted premises by the city.

B. Authorized employees or agents of the city may inspect, at any reasonable time without notice or search warrant, all records, including gambling accounts and other bank records, required by the Board to be maintained and preserved. (Ord. 1206, 3-8-2010)

#### 4-7-11: LICENSE AND PERMIT DISPLAY:

All permits issued under state law or this chapter shall be prominently displayed at the premises where gambling is conducted. (Ord. 1206, 3-8-2010)

#### 4-7-12: NOTIFICATION OF MATERIAL CHANGES TO APPLICATION:

An organization holding a state issued premises permit shall notify the city within ten (10) days in writing whenever any material change is made in the information submitted on the application. (Ord. 1206, 3-8-2010)

#### 4-7-13: DESIGNATED TRADE AREA:

A. During the calendar year, each Licensed Organization within the city having a premises permit within the city shall expend at least sixty percent (60%) of its lawful purpose expenditures made that year on lawful purposes conducted within the city's trade area.

B. This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction that remain after payment of allowable expenses. (Ord. 1264, 4-22-2013)

#### 4-7-14: CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY:

A. Each organization licensed to conduct lawful gambling with the city pursuant to Minnesota Statutes section 349.16, as it may be amended from time to time, shall contribute ten percent (10%) of its net profits derived from lawful gambling in the city to a fund administered and regulated by the city without cost to the fund.

B. The required payment under this section shall be made monthly no later than 15 days after the end of the month.

C. The funds must be disbursed by the city for (i) charitable contributions as defined in section 349.12, subdivision 7a, or (ii) police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations. If the city receives and makes expenditures authorized under this section, then the city must by March 15 of each year file a report with the Board, on a form the Board prescribes, that lists all such revenues collected, interest received on fund balances, and expenditures for the previous calendar year. If the city makes charitable contributions authorized under this section, then the city must acknowledge the financial contributions of organizations conducting lawful gambling to the community and to the recipients of the funds. This may occur in communications about the funds as well as in the distribution of funds.

D. The city's use of such funds shall be determined at the time of adoption of the city's annual budget or when the budget is amended.

#### 4-7-15: RECORDS AND REPORTING:

A. Licensed Organizations shall file with the clerk one copy of all records and reports required to be filed with the Board, pursuant to Minnesota Statutes, chapter 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.

B. Licensed Organizations shall file an annual report with the city proving compliance with the trade area spending requirements imposed by section 4-7-13 of this chapter. Such report proving compliance with trade area spending requirements shall be made on a form prescribed by the city. The report shall be submitted within sixty (60) days of December 31 and shall report proceeds received during the just ended calendar year. (Ord. 1206, 3-8-2010)

C. Licensed Organizations shall file a monthly report with the city proving compliance with the contribution requirements of ten percent (10%) of net profits derived from lawful gambling in the city as imposed by section 4-7-14. This report shall be made on a form prescribed by the city and

shall be submitted to the city no later than 15 days after the end of the month. Licensed Organizations shall also file an annual report on a form prescribed by the city showing compliance with the requirements of section 4-7-14; the annual report shall be submitted no later than 15 days after the end of the calendar year and shall show all payments to the city for the just ended calendar year.

**4-7-16: HOURS OF OPERATION:**

Lawful gambling shall not be conducted between two o'clock (2:00) A.M. and eight o'clock (8:00) A.M. on any day of the week. (Ord. 1206, 3-8-2010)

**4-7-17: PENALTY:**

A. Any person who violates this chapter is guilty of a misdemeanor. In addition to criminal prosecution for violation of this chapter; Minnesota Statutes sections 609.75 through 609.763, inclusive, as they may be amended from time to time; or Minnesota Statutes sections 349.11 through 349.21, as they may be amended from time to time or any rules promulgated under those sections, as they may be amended from time to time, the Council may report violations to the Board and may recommend suspension, revocation, or cancellation of an organization's license and of an organization's premises permit.

B. The Council may suspend or revoke its approval for a premises permit for any reason that the Board may revoke a premises permit or for violation of this chapter.

C. Prior to recommending suspension, revocation, or cancellation of an organization's license to the Board and prior to suspending or revoking its approval for a premises permit, the Council must provide the organization a hearing before the Council in accordance with subsection 3-2-10B of this code. (Ord. 1206, 3-8-2010)

D. During the time that the revocation or suspension of the previously granted approval of the premises permit is in effect, the Licensed Organization shall not conduct lawful gambling at the location of the premises permit.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**2019 Budget**

Meeting Date: November 13, 2018  
 Item Type: Regular Agenda  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by: Joe Lynch, City Administrator  
 Scott Thureen, PW Director  
 Janice Gundlach, CD Director  
 Judy Thills, Fire Chief  
 Paul Schnell, Police Chief  
 Eric Carlson, P&R Director

**Fiscal/FTE Impact:**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other – 2019 Budget                |

**PURPOSE/ACTION REQUESTED**

To review the 2019 Budget.

**SUMMARY**

The preliminary 2019 budget was approved on September 10, 2018. The city-wide tax levy (operations and debt) was set at \$23,673,621 which is an increase of 6.25% to the tax rate. This is a levy increase of \$2,711,224 or 12.93% from the 2018 budget. The preliminary budget included \$632,827 for new department requests.

After additional Budget Committee meetings, staff prepared the revised list of new department requests of \$363,200 as provided for the work session on November 5, 2018. This revised list was prepared with the intent of reducing the tax rate increase to below 4.5%.

On November 6, 2018 the City Administrator, Finance Director, Public Works Director, Community Development Director, Fire Chief, Police Chief and Parks and Recreation Director met and reviewed the list. After discussing the long-term financial sustainability of the city and impacts to the tax payers we agreed to present the following list of priorities to be funded in the 2019 budget:

|                  |                                                   |
|------------------|---------------------------------------------------|
| \$222,500        | 3 Fire Captains                                   |
| 110,900          | Fire Inspector                                    |
| 19,800           | Firefighter Wage Increase (\$.50/hour)            |
| 30,000           | Financial Management Plan                         |
| 10,000           | Police Code Compliance Abatement (Revenue Offset) |
| <u>30,000</u>    | Fire Training (Revenue Offset)                    |
| <b>\$423,200</b> |                                                   |

Funding for the Technology System Administrator position and City Facilities space repurposing have been removed at this time.



Staff agrees that funding of Pavement Management Program (PMP) is also a priority, however additional funding is not included at this time. PMP funding for 2014-2019:

|      | General Fund | Host Community Fund | Franchise Fees | Total Funding |
|------|--------------|---------------------|----------------|---------------|
| 2014 | \$0          | \$500,000           | \$0            | \$500,000     |
| 2015 | 500,000      | 500,000             | 0              | 1,000,000     |
| 2016 | 700,000      | 500,000             | 0              | 1,200,000     |
| 2017 | 700,000      | 500,000             | 0              | 1,200,000     |
| 2018 | 1,250,000    | 0                   | 1,000,000      | 2,250,000     |
| 2019 | 1,250,000    | 0                   | 1,000,000      | 2,250,000     |

With the above listed changes, the new city-wide tax levy (operations and debt) is \$23,231,294, which is an increase of 4.04% to the tax rate. This is a levy increase of \$2,268,894 or 10.82% from the 2018 budget.