

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 12, 2019 at 7:00 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

None

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 Councilmember or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.

A. Minutes from the July 22, 2019 City Council Meeting

B. Disbursements for Period Ending August 7, 2019

C. Consider Pay Request No. 1 – Heritage Village Park Phase II, City Project No. 2017-07

D. Consider Declaration of Property for Heritage Village Park (SG-04273)

E. Consider Approval of Proposal from McKinstry for a City Facilities Operations Plan

F. Consider Pay Request Nos. 1 and 2 for North Valley Pickleball Court Project

G. Consider Change Order Nos. 2 and 3 for Fire Station No. 2, City Project No. 2014-10

H. Consider Pay Voucher No 8 for Fire Station No. 2, City Project No. 2014-10

I. Consider Approval of the 2019-2020 Collective Bargaining Agreement Between the City of Inver Grove Heights and American Federation of State, County, and Municipal Employees (AFSCME), Local 1065, Council 5, AFL-CIO

J. Consider Resolution Approving School Resource Officer Contract

K. Consider Pay Voucher No. 13 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

L. Consider Pay Voucher No. 1 for City Project No. 2019-09B – Seal Coat

M. Consider Resolution Accepting Proposals for Consultant Construction Services from Emmons & Olivier Resources Inc. and Bolton & Menk, Inc. for the Scenic Hills Development, Phase 1 (Suite Living Senior Care Facility

N. Consider Resolution Establishing Parking Restrictions in the Intersection of 51st Street and Brent Avenue

O. **Item 4O was moved to Regular Agenda Item 7B**

- P.** Consider a Resolution Receiving Petition, Ordering Feasibility Study, Ordering Assessment Benefit Analysis, and Ordering Geotechnical Investigation for 60th Street, 62nd Street and Bacon Avenue Improvements, City Project No. 2016-09G
- Q.** Consider a Resolution Ordering Feasibility Study and Assessment Benefit Analysis for City Project No. 2019-09D – 64th Street Area Improvements
- R.** Consider Resolution Approving a Special Assessment Deferral for City Project No. 2018-09F – 55th Street and 55th Court Reconstruction
- S.** Approve Custom Grading Agreement and Agreements Related to 1565 82nd Street (NE ¼ of the NW ¼ of Section 18, Township 27, Range 22, Dakota County, Minnesota)
- T.** Approve Revisions to Personnel Policies 1-6A-12-1A through 1-6A-12-1D and 1-6A-7E Regarding Vacation Leave and 1-6A-12-3 Regarding Funeral Leave; and Authorize Implementation and Application of Changes as they Relate to Benefits for All Eligible City Staff
- U.** Personnel Actions

5. PUBLIC COMMENT

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

6. PUBLIC HEARING

- A.** Consider the Application of a Temporary One to Four Day Liquor License for the Church of St. Patrick for the Premises Located at 3535 72nd Street E., Inver Grove Heights

7. REGULAR

COMMUNITY DEVELOPMENT

- A.** Kyle Hannah – Case No. 19-29V – Consider a Resolution relating to a Variance to allow a detached accessory building within the front yard setback for property located at 1808 63rd Street.

PUBLIC WORKS

- B.** Consider Receiving the Blaine Avenue/Seidl's Lake Park Pedestrian Crossing Study, City Project No. 2019-03

8. EXECUTIVE SESSION – CLOSED DOOR

None

9. MAYOR AND COUNCIL COMMENTS

10. ADJOURN

This document is available upon a three (3) business day request in alternate formats such as braille, large print, audio recording, etc.

Please contact Joe Lynch, City Administrator/Interim Deputy Clerk, at 651.450.2511 or jlynch@invergroveheights.org.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
JULY 22, 2019**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Monday, July 22, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present were: Councilmembers Piekarski-Krech, Bartholomew, Perry, and Dietrich. City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Fire Chief Thill, Public Works Director Thureen, and Community Development Director Rand.

3. PRESENTATIONS

Introduction of the Communications Manager, Amy Looze
 Introduction of the IT Manager, Marc Gade
 Badge Pinning of Fire Operations Supervisor, Dan Bernardy
 Badge Pinning of Battalion Chief, Scott Oswald
 Badge Pinning of Battalion Chief, Cory Rosendale

City Administrator Joe Lynch introduced the new Communications Manager, Amy Looze. Amy thanked City Council, staff, community leaders, and citizens for the opportunity to work with the City of Inver Grove Heights.

City Administrator Lynch introduced the new Information Technology Manager, Marc Gade. Marc thanked the City Council and staff for the opportunity, and he looks forward to bringing technology needs to Inver Grove Heights.

Fire Chief Judy Thill introduced three new Officers. Two are paid, on-call Battalion Chiefs, Scott Oswald and Cory Rosendale, and one is the full-time Fire Operations Supervisor, Dan Bernardy. Mayor Tourville administered the Oath of Office and Badges were pinned on each Officer.

4. CONSENT AGENDA

- A. i. Minutes from the July 1, 2019 Special Council Meeting.
- ii. Minutes from the July 1, 2019 Council Work Session.
- iii. Minutes from the July 8, 2019 Regular Council Meeting.
- B. Disbursements for Period Ending July 17, 2019. **Resolution 19-122.**
- C. Rental Housing License.
- D. First Amendment to Purchase Agreement between the City and Dakota County for SMART Center. **Resolution 19-123.**
- E. Receive January through June 2019 Donations and Grants for Various Parks and Recreation Programs.
- F. Consider Purchase of Fitness Equipment for the VMCC/Grove.
- G. Consider Approval of HVAC Replacement for Lap/Dive Pool, City Project No. 2019-13.
- H. Consider Change Order No. 2 – Heritage Village Park Phase II, City Project No. 2017-17.
- I. Consider Pay Voucher No. 1 for City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.
- J. Consider Pay Voucher No. 7 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.
- K. Consider Change Order Nos. 5 and 6 and Pay Voucher No. 9 for City Project Nos. 2017-03 – Watermain Improvements, 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street.

- L. Consider Pay Voucher No. 7 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.
- M. Consider **Resolution 19-124** Approving Slope Easement Agreements at 1680 and 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.
- N. Approve Amendment No. 1 to Agreement Relating to Landowner Improvements within City Easement on Lot 2, Block 2, Cenex Addition.
- O. Consider **Resolution 19-125** Receiving and Accepting a Proposal from Element Materials Technology for Geotechnical Services for the Pavement Management Program.
- P. Consider **Resolution 19-126** Accepting Geophysical Survey Services Proposal from American Engineering Testing, Inc. (AET) for 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.
- Q. Source Land Capital – Case No. 19-14ZPD – Approve action to Table the request to August 12, 2019 relating to the Windsor Ridge Plat/PUD application for property located at 6477 South Robert Trail.
- R. Approve **Resolution 19-127** for the Inver Grove Heights Housing Committee Composition to Increase to Nine Members.
- S. Approve Additional Operating Manager Robert Alexander Harris for Arbor Pointe Liquor at 9084 Buchanan Trail.
- T. Loyal Order of Moose Lodge 1088, 5927 Concord Blvd., Application to Conduct Excluded Bingo. **Resolution 19-128.**
- U. Consider Promotion of Steve Johnson to Chief Building Official.
- V. Personnel Actions.

Motion by Dietrich, seconded by Perry to approve the Consent Agenda.

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT

There were no public comments.

6. PUBLIC HEARING

A. Application of a Station Liquor License and a 3.2% Off-sale Liquor License for Casey's Retail Company at 9981 Diffley Court.

City Administrator Lynch stated that Casey's Retail Company is applying for a Station License and a 3.2% Off-Sale Liquor License. Background information has been completed and there has been no reason found for denial. Staff recommends approval.

Melissa Plunkett stated that she currently lives in Askov but will be relocating to Inver Grove Heights to manage this location.

Motion by Piekarski-Krech, seconded by Perry to close the Public Hearing at 7:24 p.m.

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski-Krech, seconded by Perry to approve the Application of a Station Liquor License and a 3.2% Off-sale Liquor License for Casey's Retail Company at 9981 Diffley Court.

Ayes: 5
Nays: 0 Motion carried.

7. REGULAR AGENDA

PUBLIC WORKS

A. Consider Resolution Approving Settlement Agreement with Ace In The Hole Related to Condemnation Matter and Approving Assessment Deferral Relating to Project 2015-03. Resolutions 19-129 and 19-130.

Public Works Director Scott Thureen stated the Agreement applies to the property owned by Ace In The Hole. They are one of three parties with right-of-way and temporary easements that needed to be acquired for construction along future 65th Street. A settlement agreement has been reached to acquire a 50-foot-wide permanent right-of-way and temporary easement for slope grading. The settlement agreement includes a deferment agreement for special assessments for the project. He stated the deferment shall cease upon the occurrence of any of the following events or dates:

- The property is platted, and a final plat is recorded.
- The property is subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12.
- The date of January 1, 2043 is reached.

Motion by Bartholomew, seconded by Piekarski-Krech Approving Settlement Agreement with Ace In The Hole Related to Condemnation Matter (Resolution No. 19-129) and Approving Assessment Deferral Relating to Project 2015-03. Resolution 19-130.

Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION

B. Loyal Order of Moose Lodge 1088, 5927 Concord Blvd., Application for Licensed Premises Permit. Resolution 19-131.

City Administrator Lynch stated the request is for a Licensed Premises Permit for gambling. He stated that the necessary documents were received, and staff recommends approval.

Darrell Peerboom, 6170 Dawn Way, stated the request is to conduct charitable gambling to raise funds for Boy Scouts, Girl Scouts, Cub Scouts, or any charity that submits a request.

Motion by Dietrich, seconded by Perry to approve the request by the Loyal Order of Moose Lodge 1088, 5927 Concord Blvd., Application for Licensed Premises Permit. Resolution 19-131.

Ayes: 5
Nays: 0 Motion carried.

C. Consider Approval of Request for a Special Meeting on August 5, 2019 at 5:30 p.m. to Discuss the Revocation of a Massage License Issued by the City.

City Administrator Lynch stated the Police Department received a complaint about the conduct of the business at 9086 Buchanan Trail. An investigation led to an arrest and charges to the owner. He stated the Police Chief would like the City Council to consider revocation of the business license at a Special Council meeting on August 5, 2019 at 5:30 p.m.

Motion by Perry, seconded by Piekarski-Krech to approve a Request for a Special Meeting on August 5, 2019 at 5:30 p.m. to Discuss the Revocation of a Massage License Issued by the City.

Ayes: 5
Nays: 0 Motion carried.

8. EXECUTIVE SESSION – CLOSED DOOR SESSION

Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed- door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of Case No. 70588 filed with the Minnesota Department of Human Rights.

City Attorney Kuntz stated that under Minn. Stat. § 13D.05, Subd. 3(b) and under the Common Law doctrine of the attorney-client privilege, the Council, as the client, is able to meet with the attorney's representing the City in a closed-door session relating to a pending litigation matter. The request is to go into a closed-door session under the attorney-client privilege to meet with the attorneys representing the City with regards to the pending litigation matter of Case #70588, Minnesota Department of Human Rights. Present will be the Mayor, the Council, and the attorney's representing the City. He asked that the Council make a motion for the purpose and Statute indicated.

Kuntz stated after the closed-door session, the Council would come back and reconvene in open session in the Council Chambers and conduct the last item on the Agenda regarding the employment separation agreement with Michelle Tesser.

Motion by Piekarski-Krech, seconded by Perry to go into a closed door session at 7:40 p.m.

Ayes: 5
Nays: 0 Motion carried.

9. REGULAR – PUBLIC (OPEN) SESSION

D. Consider Approval of Employment Separation Agreement with Michelle Tesser.

Motion by Piekarski-Krech, seconded by Bartholomew to Consider Approval of an Employment Separation Agreement with Michelle Tesser.

Ayes: 5
Nays: 0 Motion carried.

10. MAYOR AND COUNCIL COMMENTS

Mayor Tourville stated that Applications are coming in for Night to Unite which takes place August 6th. Deadline to get applications in is July 31, 2019.

11. ADJOURN

Motion by Dietrich, seconded by Perry to adjourn the meeting at 7:45 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Shannon Battles 651-450-2488
 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 July 18, 2019 to August 7, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 7, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$692,021.69
Debt Service & Capital Projects	1,098,262.33
Enterprise & Internal Service	364,643.55
Escrows	12,867.78
Grand Total for All Funds	<u><u>\$2,167,795.35</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Interim Finance Director at 651-450-2488.

Attached to this summary for your action is a resolution approving the disbursements for the period July 18, 2019 to August 7, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 7, 2019

WHEREAS, a list of disbursements for the period ending August 7, 2019 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	\$692,021.69
Debt Service & Capital Projects	1,098,262.33
Enterprise & Internal Service	364,643.55
Escrows	12,867.78
Grand Total for All Funds	<u><u>\$2,167,795.35</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of August, 2019.

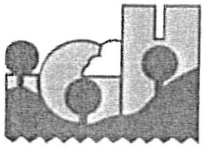
Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 07/18/2019 - 08/07/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	202164	07/24/2019	7/9/19	101.42.4200.423.50030	35.00
AFSCME COUNCIL 5	INV0088790	07/19/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	978.51
AFSCME COUNCIL 5	INV0088791	07/19/2019	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	94.10
AFSCME COUNCIL 5	INV0088999	08/02/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	953.42
AFSCME COUNCIL 5	INV0089000	08/02/2019	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	94.10
AMANDA KASPER	125	07/24/2019	7/10/19 FACEPAINTING	101.42.4000.421.60006	100.00
AMERICAN PLANNING ASSOCIATION	125674-1977	07/31/2019	125674	101.45.3200.419.50070	384.00
ASPEN MILLS	82320	07/31/2019	55077/IGHPD	101.42.4000.421.60045	149.40
BITUMINOUS ROADWAYS, INC.	28288	07/31/2019	35265	101.43.5200.443.60016	11,107.68
BJORKLUND COMPENSATION CONSULTING, LL	00004058	08/07/2019	7/23/19	101.42.4200.423.30700	145.00
CENTRAIRE HEATING & A/C	201684	08/07/2019	35367	101.42.4200.423.40040	1,350.00
CENTURY LINK	7/19/19 651 455 9072 782	08/07/2019	651 455 9072	101.42.4200.423.50020	42.43
CITY OF SAINT PAUL	IN35904	07/24/2019	76	101.43.5200.443.60016	7,751.37
CITY OF SAINT PAUL	IN36136	07/31/2019	7/16/19	101.42.4000.421.50080	250.00
COLLINS ELECTRICAL CONST.	1932290.01	07/31/2019	7/17/19	101.43.5200.443.40046	302.94
COMPASS MINERALS AMERICA INC.	472693	07/31/2019	7/18/19	101.43.5200.443.60016	20,910.54
COMPASS MINERALS AMERICA INC.	473204	07/31/2019	7/19/19	101.43.5200.443.60016	4,912.12
COMPASS MINERALS AMERICA INC.	473712	08/07/2019	411113	101.43.5200.443.60016	3,232.41
COMPASS MINERALS AMERICA INC.	474271	08/07/2019	411113	101.43.5200.443.60016	3,248.78
DAKOTA CTY FINANCIAL SVCS	00031345/00031346	07/24/2019	P0001753	101.41.1200.414.60040	11,646.98
DAKOTA CTY FINANCIAL SVCS	00035695	07/24/2019	P0001753	101.43.5400.445.40020	623.11
DAKOTA CTY FINANCIAL SVCS	00035734	07/24/2019	P0001753	101.45.3200.419.30600	10,000.00
DAKOTA CTY FINANCIAL SVCS	00035753	07/31/2019	P0001753	101.42.4000.421.70501	1,633.10
DAKOTA CTY FINANCIAL SVCS	00035753	07/31/2019	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00035753	07/31/2019	P0001753	101.43.5200.443.30700	46.66
E&M CONSULTING, INC.	E27868	08/10/2019	7/9/19	101.42.4200.423.50030	125.95
EARL F ANDERSEN INC	0120702-IN	07/24/2019	0004094	101.43.5200.443.60016	1,250.00
EARL F ANDERSEN INC	0120755-IN	07/31/2019	0004094	101.43.5200.443.60016	500.00
EFTPS	INV0088813	07/19/2019	FEDERAL WITHHOLDING	101.203.2030200	55,557.93
EFTPS	INV0088815	07/19/2019	MEDICARE WITHHOLDING	101.203.2030500	16,904.54
EFTPS	INV0088816	07/19/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	51,587.12
EFTPS	INV0088817	07/19/2019	FEDERAL WITHHOLDING	101.203.2030200	11.16
EFTPS	INV0088819	07/19/2019	MEDICARE WITHHOLDING	101.203.2030500	21.08
EFTPS	INV0088820	07/19/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	90.16
EHLERS AND ASSOCIATES, INC.	80751	07/31/2019	7/10/19	101.41.2000.415.30700	1,960.00
EMERGENCY RESPONSE SOLUTIONS	13418	07/24/2019	7/5/19	101.42.4200.423.40042	449.22
EMERGENCY RESPONSE SOLUTIONS	13544	08/07/2019	7/25/19	101.42.4200.423.40042	192.07
EMMONS & OLIVIER RESOURCES	00095-0060-4	08/07/2019	00095-0060	101.43.5100.442.30300	510.25
EMMONS & OLIVIER RESOURCES	00095-0060-5	08/07/2019	00095-0060	101.43.5100.442.30300	1,474.50
ENNIS PAINT, INC.	377722	08/07/2019	7/19/19	101.43.5200.443.60016	4,685.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0088796	07/19/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0088797	07/19/2019	HSA ELECTION-SINGLE	101.203.2032500	4,847.23
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0089006	08/02/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0089007	08/02/2019	HSA ELECTION-SINGLE	101.203.2032500	4,847.23
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.41.1100.413.30550	37.89
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.41.2000.415.30550	73.56
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.42.4000.421.30550	280.04
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.42.4200.423.30550	28.70
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.43.5000.441.30550	12.95
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.43.5100.442.30550	55.03
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.43.5200.443.30550	39.20
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.44.6000.451.30550	50.38
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.45.3000.419.30550	10.43
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.45.3200.419.30550	21.69
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	101.45.3300.419.30550	21.70
GENESIS EMPLOYEE BENEFITS, INC	IN1550201	08/07/2019	00000012981	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1550597	08/07/2019	7/5/19	101.42.4000.421.30550	43.48
GERTENS	21355/12	07/22/2019	103566	101.44.6000.451.60016	2,343.00
GERTENS	50326/6	07/24/2019	103566	101.44.6000.451.60065	105.90
GERTENS	5077/6	07/24/2019	103566	101.44.6000.451.60065	104.55
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	101.42.4200.423.40020	1,980.60
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	101.43.5200.443.40020	150.40
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	101.43.5400.445.40020	1,372.76
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	101.44.6000.451.40020	1,564.77
HILLYARD INC	603518189	08/07/2019	274086	101.42.4200.423.60011	443.83
HILLYARD INC	603521751	08/07/2019	274086	101.42.4200.423.60011	141.88
HOISINGTON KOEGLER GROUP INC.	016-062-20	07/24/2019	016-062	101.45.3200.419.30600	1,222.89
ICMA RETIREMENT TRUST - 457	INV0088789	07/19/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0088798	07/19/2019	ICMA-AGE <49 %	101.203.2031400	6,749.88
ICMA RETIREMENT TRUST - 457	INV0088799	07/19/2019	ICMA-AGE <49	101.203.2031400	2,830.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0088800	07/19/2019	ICMA-AGE 50+ %	101.203.2031400	835.45
ICMA RETIREMENT TRUST - 457	INV0088801	07/19/2019	ICMA-AGE 50+	101.203.2031400	6,659.79
ICMA RETIREMENT TRUST - 457	INV0088802	07/19/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0088810	07/19/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,176.52
ICMA RETIREMENT TRUST - 457	INV0088811	07/19/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	920.00
ICMA RETIREMENT TRUST - 457	INV0088812	07/19/2019	ROTH-AGE <49 %	101.203.2032400	39.74
ICMA RETIREMENT TRUST - 457	INV0088998	08/02/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0089008	08/02/2019	ICMA-AGE <49 %	101.203.2031400	7,420.79
ICMA RETIREMENT TRUST - 457	INV0089009	08/02/2019	ICMA-AGE <49	101.203.2031400	2,855.00
ICMA RETIREMENT TRUST - 457	INV0089010	08/02/2019	ICMA-AGE 50+ %	101.203.2031400	869.35
ICMA RETIREMENT TRUST - 457	INV0089011	08/02/2019	ICMA-AGE 50+	101.203.2031400	6,734.79
ICMA RETIREMENT TRUST - 457	INV0089012	08/02/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0089022	08/02/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,176.52
ICMA RETIREMENT TRUST - 457	INV0089023	08/02/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	920.00
ICMA RETIREMENT TRUST - 457	INV0089024	08/02/2019	ROTH-AGE <49 %	101.203.2032400	45.42
IDENTISYS	448400	08/07/2019	C01169	101.42.4000.421.50030	356.00
ING DIRECT	INV0088887	07/19/2019	MSRS-HCSP	101.203.2032200	297.15
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	101.45.3300.419.60040	14.64
IUOE	INV0089013	08/02/2019	UNION DUES IUOE	101.203.2031000	1,143.42
LAURENTINA DEJONG	6/27/19	07/24/2019	6/27/19	101.44.6000.451.30700	842.50
LELS	INV0089014	08/02/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0089025	08/02/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	101.41.1100.413.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	101.41.1100.413.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	101.41.1100.413.50025	106.38
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	101.41.1100.413.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	101.41.1100.413.50025	40.25
LONE OAK GRAPHICS INC	39507	07/24/2019	8150	101.41.1000.413.60065	185.95
M & J SERVICES, LLC	2049	07/31/2019	7/15/19	101.43.5200.443.40046	1,220.00
M & J SERVICES, LLC	2055	08/07/2019	7/24/19	101.44.6000.451.60065	700.00
M & J SERVICES, LLC	2056	07/31/2019	2056	101.43.5200.443.40046	1,845.00
M & J SERVICES, LLC	2057	07/31/2019	7/24/19	101.43.5200.443.40046	490.00
M & J SERVICES, LLC	2058	07/31/2019	7/24/19	101.43.5200.443.40046	1,480.00
MENARDS - WEST ST. PAUL	95272	08/07/2019	30170270	101.44.6000.451.60065	221.54
MENARDS - WEST ST. PAUL	97553	07/24/2019	30170270	101.44.6000.451.40047	209.80
MENARDS - WEST ST. PAUL	97822	07/24/2019	30170270	101.44.6000.451.40047	339.95
MENARDS - WEST ST. PAUL	97554	07/24/2019	30170270	101.44.6000.451.40047	(119.90)
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0088793	07/19/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0088794	07/19/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	178.58
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0088795	07/19/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	158.74
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0089002	08/02/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0089003	08/02/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	178.58
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0089005	08/02/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	863.40
MN DEPT OF REVENUE	INV0088803	07/19/2019	LEVY - ANDREW BRAVO	101.203.2031900	87.70
MN DEPT OF REVENUE	INV0088814	07/19/2019	STATE WITHHOLDING	101.203.2030300	26,394.32
MN DEPT OF REVENUE	INV0088818	07/19/2019	STATE WITHHOLDING	101.203.2030300	11.53
MN DEPT OF REVENUE	INV0089015	08/02/2019	LEVY - ANDREW BRAVO	101.203.2031900	88.02
MN DEPT OF REVENUE	INV0089027	08/02/2019	STATE WITHHOLDING	101.203.2030300	27,140.26
MN FIRE SERVICE CERT BOARD	7062	07/31/2019	7/18/19	101.42.4200.423.50080	840.00
MN NCPERS LIFE INSURANCE	AUGUST 2019	08/07/2019	AUGUST 2019 PREMIUM	101.203.2031600	288.00
NATURE CALLS, INC.	26262	07/24/2019	5/31/19	101.44.6000.451.40065	1,909.00
NEWMAN SIGNS INC	TRFINV013141	07/31/2019	INV-03-001	101.43.5200.443.60016	1,504.04
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	103010497	07/24/2019	N26-1351004654	101.41.1100.413.30500	147.00
PERA	INV0088804	07/19/2019	PERA COORDINATED PLAN	101.203.2030600	42,052.98
PERA	INV0088805	07/19/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,234.88
PERA	INV0088806	07/19/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0088807	07/19/2019	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	53.46
PERA	INV0088808	07/19/2019	PERA POLICE & FIRE PLAN	101.203.2030600	18,730.88
PERA	INV0088809	07/19/2019	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	28,096.32
PERA	INV0089016	08/02/2019	PERA COORDINATED PLAN	101.203.2030600	42,216.22
PERA	INV0089017	08/02/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,247.43
PERA	INV0089018	08/02/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0089019	08/02/2019	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	53.46
PERA	INV0089020	08/02/2019	PERA POLICE & FIRE PLAN	101.203.2030600	20,864.23
PERA	INV0089021	08/02/2019	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	31,296.33
PETTY CASH - POLICE	7/31/19	07/31/2019	PETTY CASH REQUEST	101.42.4000.421.50030	90.96
PETTY CASH - POLICE	7/31/19	07/31/2019	PETTY CASH REQUEST	101.42.4000.421.60065	44.87
PETTY CASH-WF PURCHASE CARD FEES	KASEY SCHRANDT WF O	07/23/2019	Wells Fargo Out of Pocket Reimburseme	101.42.4000.421.50075	10.70
PETTY CASH-WF PURCHASE CARD FEES	NELS ENGSTROM WF OC	07/23/2019	Wells Fargo Out of Pocket Reimburseme	101.42.4000.421.50075	10.70
PETTY CASH-WF PURCHASE CARD FEES	TERI O'CONNOR WF OOF	07/23/2019	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50065	2.67
PETTY CASH-WF PURCHASE CARD FEES	TERI O'CONNOR WF OOF	07/23/2019	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50065	2.67
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER V	07/23/2019	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50065	48.26
PETTY CASH-WF PURCHASE CARD FEES	JUNE 2019	07/22/2019	JUNE 2019	101.41.2000.415.70440	144.41
PRECISE MRM	200-1021921	07/31/2019	7/22/19	101.43.5200.443.30700	35.61
RCM SPECIALTIES, INC.	7132	07/31/2019	7/24/19	101.43.5200.443.40046	20,250.00
RCM SPECIALTIES, INC.	7133	07/31/2019	7/24/19	101.43.5200.443.40046	(10,125.00)
RIVER HEIGHTS CHAMBER OF COMMERCE	E27762	07/24/2019	6/28/19	101.41.1100.413.50025	1,824.95
SAFE ASSURE CONSULTANTS	1611	08/07/2019	6/28/19	101.41.1100.413.30500	6,810.66
SAND CREEK GROUP LTD	7/8/19	07/24/2019	9409502	101.42.4000.421.30700	600.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAND CREEK GROUP LTD	7/8/19 FIRE	07/24/2019	9409502	101.42.4000.421.30700	600.00
SHRED-IT	8127717954	07/31/2019	15212695	101.42.4000.421.30700	119.56
STATE OF MN - CRIMINAL APPREHENSION	00000536413	08/07/2019	00000012981	101.42.4000.421.40044	390.00
STREAMLINE DESIGN INC	39347	08/07/2019	7/19/19	101.42.4200.423.60045	271.40
TELVENT DTN, LLC	5583660	08/07/2019	0581425	101.43.5200.443.30700	950.00
TELVENT DTN, LLC	5583660	08/07/2019	0581425	101.44.6000.451.30700	950.00
TEXAS STATE DISBURSEMENT UNIT	INV0088792	07/19/2019	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
TEXAS STATE DISBURSEMENT UNIT	INV0089001	08/02/2019	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
TOTAL REFRIGERATION SYSTEMS INC.	2019-1818	07/31/2019	7/18/19	101.42.4000.421.40044	620.41
TRACY B. HANSEN	7/2/19	07/24/2019	7/2/19	101.42.4200.423.40075	3,000.00
TYLER TECHNOLOGIES, INC	025-267046	08/07/2019	41443	101.41.2000.415.40044	388.00
UNIFIRST CORPORATION	090 0494575	07/31/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0494575	07/31/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0495909	07/31/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0495909	07/31/2019	1051948	101.44.6000.451.60045	26.90
UNIFIRST CORPORATION	090 0497257	08/07/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0497257	08/07/2019	1051948	101.44.6000.451.60045	25.05
UNITED STATES TREASURY	7/19/19	07/31/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
UNITED STATES TREASURY	8/2/19	08/07/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VALLEY IMAGES PHOTOGRAPHY - MARK D. BAL	1223	07/31/2019	7/18/19	101.42.4000.421.30700	650.00
VERIFIED CREDENTIALS, INC.	296613	08/07/2019	7/31/19	101.41.1100.413.30700	123.25
VERIFIED CREDENTIALS, INC.	296620	08/07/2019	7/31/19	101.41.1100.413.30500	435.75
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.41.1100.413.50020	663.14
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.42.4000.421.50020	1,281.27
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.42.4200.423.50020	709.41
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.43.5100.442.50020	379.38
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.43.5200.443.50020	968.15
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.44.6000.451.50020	323.10
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.45.3000.419.50020	42.80
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	101.45.3300.419.50020	291.43
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Eco W	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	70.64
WELLS FARGO CREDIT CARD ACH	Thaler Oil Com09889874 V	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.50065	60.00
WELLS FARGO CREDIT CARD ACH	Oreilly Auto #1767 WF 6/15	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60011	34.84
WELLS FARGO CREDIT CARD ACH	Amazon.Com M63no4c02 /	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	56.90
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60018	187.67
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60018	74.13
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	131.30
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	25.73
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	149.50
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	3.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	65.88
WELLS FARGO CREDIT CARD ACH	Fun Jumps Entertainmen V	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60006	225.00
WELLS FARGO CREDIT CARD ACH	Walgreens #4882 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60010	29.85
WELLS FARGO CREDIT CARD ACH	Amazon.Com M63md4cp0	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	32.00
WELLS FARGO CREDIT CARD ACH	Outback 2415 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.50075	37.61
WELLS FARGO CREDIT CARD ACH	City Of South St Paul WF	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60013	20.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60065	139.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	101.43.5200.443.60016	99.96
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	14.20
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	19.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	99.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	31.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M66sw2p11	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60065	87.85
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M63zv3v01	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60011	28.99
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	34.96
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	79.55
WELLS FARGO CREDIT CARD ACH	Dog Waste Depot WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	799.28
WELLS FARGO CREDIT CARD ACH	E-Collar WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60013	303.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.40040	16.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60040	29.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60012	24.97
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	30.55
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	7.77
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	9.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	42.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	155.25
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	15.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60066	17.97
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60066	216.99
WELLS FARGO CREDIT CARD ACH	Signarama Burnsville WF 6	07/23/2019	Wells Fargo Purchase Cards	101.45.3200.419.70600	120.21
WELLS FARGO CREDIT CARD ACH	Agassiz Seeds Inc WF 6/15	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	245.00
WELLS FARGO CREDIT CARD ACH	Ltg Power Equipment WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	2,069.50
WELLS FARGO CREDIT CARD ACH	Panera Bread #608023 WF	07/23/2019	Wells Fargo Purchase Cards	101.41.1100.413.50075	115.96
WELLS FARGO CREDIT CARD ACH	Sextoncompa WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60045	638.96
WELLS FARGO CREDIT CARD ACH	Aed Superstore WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60065	255.00
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Forestry Suppliers Inc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	97.63
WELLS FARGO CREDIT CARD ACH	Franklin Bronze Plaque WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.60065	134.00
WELLS FARGO CREDIT CARD ACH	Kimball Midwest WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60012	317.90
WELLS FARGO CREDIT CARD ACH	Squ Sq Police Service WF 07/23/2019		Wells Fargo Purchase Cards	101.42.4000.421.60013	120.00
WELLS FARGO CREDIT CARD ACH	Northern Tool Equip-Mn WI 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.60040	119.88
WELLS FARGO CREDIT CARD ACH	Kwik Trip 41000004101 W 07/23/2019		Wells Fargo Purchase Cards	101.42.4000.421.50065	47.47
WELLS FARGO CREDIT CARD ACH	4imprint WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60006	937.36
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 07/23/2019		Wells Fargo Purchase Cards	101.42.4000.421.50080	(75.00)
WELLS FARGO CREDIT CARD ACH	Paypal Firemarshal WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	40.00
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 07/23/2019		Wells Fargo Purchase Cards	101.42.4200.423.40040	271.04
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.45.3000.419.50080	245.00
WELLS FARGO CREDIT CARD ACH	Bloomington Security S WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.40040	377.80
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.40050	10.55
WELLS FARGO CREDIT CARD ACH	Exxonmobil 99890543 W 07/23/2019		Wells Fargo Purchase Cards	101.42.4200.423.50065	36.64
WELLS FARGO CREDIT CARD ACH	Farrell Equipment&Supp W 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.40047	450.00
WELLS FARGO CREDIT CARD ACH	Int In Bioverse, Inc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	828.00
WELLS FARGO CREDIT CARD ACH	Lyle Signs WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	4,379.58
WELLS FARGO CREDIT CARD ACH	Midwest Fence WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	484.70
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 07/23/2019		Wells Fargo Purchase Cards	101.41.1300.413.50030	38.00
WELLS FARGO CREDIT CARD ACH	Zee Medical Service WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	193.25
WELLS FARGO CREDIT CARD ACH	Gopher Sport WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	803.79
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	320.05
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.40040	1,209.00
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Sa WF 07/23/2019		Wells Fargo Purchase Cards	101.43.5100.442.60010	83.34
WELLS FARGO CREDIT CARD ACH	Postermymall Download WI 07/23/2019		Wells Fargo Purchase Cards	101.42.4000.421.50030	2.99
WELLS FARGO CREDIT CARD ACH	Squ Sq Rcm Specialtie WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.40046	3,375.00
WELLS FARGO CREDIT CARD ACH	Chewy.Com WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60013	131.38
WELLS FARGO CREDIT CARD ACH	Conway Shield WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4200.423.60045	141.78
WELLS FARGO CREDIT CARD ACH	Helena Chem Co 35281 W 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.60035	2,492.33
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	45.74
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	39.51
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	41.34
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.60030	768.80
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.60030	4,166.40
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.43.5100.442.50020	67.10
WELLS FARGO CREDIT CARD ACH	Positive Promotions WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.50030	73.92
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M62uo8yw2 07/23/2019		Wells Fargo Purchase Cards	101.41.1100.413.60065	36.00
WELLS FARGO CREDIT CARD ACH	Simon S Appliance WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	569.00
WELLS FARGO CREDIT CARD ACH	Tracker Products WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60065	100.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI 07/23/2019		Wells Fargo Purchase Cards	101.42.4200.423.60018	(6.41)
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI 07/23/2019		Wells Fargo Purchase Cards	101.44.6000.451.60040	(21.99)
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Mh7i59c12 07/23/2019		Wells Fargo Purchase Cards	101.42.4000.421.60065	220.39
WELLS FARGO CREDIT CARD ACH	Mdi Worldwide WF 6/19	07/23/2019	Wells Fargo Purchase Cards	101.42.4000.421.60065	593.36
WELLS FARGO CREDIT CARD ACH	WI SCTF (WI SUPPORT COLLECTIONS TRUST F 33612	08/02/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4101.203.2032100	101.43.5200.443.60016	336.74
ZACK'S, INC.	33612B	07/24/2019	Z159	101.43.5200.443.60016	612.43
ZACK'S, INC.	33612B	07/24/2019	7/2/19	101.44.6000.451.60045	191.76
Fund: 101 - GENERAL FUND					612,865.17

LIME VALLEY ADVERTISING, INC.	19014.05	07/31/2019	6/25/19	201.44.1600.465.50025	100.00
MINNESOTA VIKINGS FOOTBALL STADIUM, LLC	INV-00006895	07/24/2019	2019-2020 CORPORATE PARTNERSHIP	201.44.1600.465.50025	7,500.00
PETTY CASH-WF PURCHASE CARD FEES	ERIC SATRE WF OOP 6/19	07/23/2019	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	334.08
PETTY CASH-WF PURCHASE CARD FEES	ERIC SATRE WF OOP 6/19	07/23/2019	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	334.08
RIVER HEIGHTS CHAMBER OF COMMERCE	10118	07/24/2019	JUNE 2019	201.44.1600.465.30700	5,873.82
RIVER HEIGHTS CHAMBER OF COMMERCE	10126	07/31/2019	JULY 2019	201.44.1600.465.30700	5,873.82
ST PAUL ARENA COMPANY, LLC	SPAC0002934	07/24/2019	MAY 2019	201.44.1600.465.50025	200.00
STACY ANN BROOKS	261	07/24/2019	JULY 2019	201.44.1600.465.50025	195.00
STACY ANN BROOKS	266	07/31/2019	AUGUST BLOG POST	201.44.1600.465.50025	195.00
WELLS FARGO CREDIT CARD ACH	Bluefin Bay Resort WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.50075	161.05
WELLS FARGO CREDIT CARD ACH	Google Gsuite Visittigh WF 07/23/2019		Wells Fargo Purchase Cards	201.44.1600.465.50070	18.00
WELLS FARGO CREDIT CARD ACH	Bluefin Grille WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.50075	15.51
WELLS FARGO CREDIT CARD ACH	Bluefin Bay Resort WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.50075	(17.40)
WELLS FARGO CREDIT CARD ACH	Coho Cafe WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.50075	16.18
WELLS FARGO CREDIT CARD ACH	E And M Consulting Inc WF 07/23/2019		Wells Fargo Purchase Cards	201.44.1600.465.50025	999.00
WELLS FARGO CREDIT CARD ACH	Siteground Hosting WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.50070	15.95
WELLS FARGO CREDIT CARD ACH	Fastsigns Inver Grove WF 07/23/2019		Wells Fargo Purchase Cards	201.44.1600.465.50025	80.64
WELLS FARGO CREDIT CARD ACH	Americinn Medora WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.50075	569.70
WELLS FARGO CREDIT CARD ACH	Clean N Press WF 6/19	07/23/2019	Wells Fargo Purchase Cards	201.44.1600.465.60010	14.99
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 07/23/2019		Wells Fargo Purchase Cards	201.44.1600.465.50035	14.35
WELLS FARGO CREDIT CARD ACH	Google Ads8715259637 W 07/23/2019		Wells Fargo Purchase Cards	201.44.1600.465.50070	43.70
Fund: 201 - C.V.B. FUND					22,537.47

ABBOTT, JENNIFER	7/16/19	07/31/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	80.00
BERGFELD, BETH	7/23/19	08/07/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	65.00
BOMETT, BETTY	7/12/19	07/24/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	75.00
ESSER, MEGHAN	7/12/19	07/24/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	75.00
ESSER, MEGHAN	7/23/19	08/07/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	65.00
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	204.44.6100.452.30550	24.68
HER, CHOW	7/12/19	07/24/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	225.00
IGH SENIOR CLUB	7/1/19	08/07/2019	JUNE 2019	204.227.2271000	455.00
IGH SENIOR CLUB	8/1/19	08/07/2019	SENIOR CLUB JULY 2019	204.227.2271000	455.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	204.44.6100.452.60009	147.46
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	204.44.6100.452.60040	29.23
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	204.44.6100.452.60065	18.83
KLUENDER, DOMINIC	7/23/19	08/07/2019	LEAGUE CHAMPION	204.44.6100.452.60009	115.00
MOLITOR, SARAH	7/12/19	07/24/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	75.00
MOLITOR, SARAH	7/16/19	07/31/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	109.00
SAVE A LIFE	5126	08/07/2019	7/22/19	204.44.6100.452.30700	669.50
TWIN TOWN THROWDOWN	7/17/19	08/07/2019	REFUND - DISC GOLF	204.207.2070300	34.92
TWIN TOWN THROWDOWN	7/17/19	08/07/2019	REFUND - DISC GOLF	204.44.0000.3471000	490.08
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M63ea80p0	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	9.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M68t0n32 v	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	16.99
WELLS FARGO CREDIT CARD ACH	Balloon Connection Inc WF	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	45.16
WELLS FARGO CREDIT CARD ACH	Michaels Stores 9841 WF	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	8.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	64.36
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	4.99
WELLS FARGO CREDIT CARD ACH	Sp Complete Game Pro V	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.30700	637.50
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	43.58
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	1.98
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	14.97
WELLS FARGO CREDIT CARD ACH	Drkula'S 32 Bowl WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60045	50.00
WELLS FARGO CREDIT CARD ACH	Drkula'S 32 Bowl WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60045	50.00
WELLS FARGO CREDIT CARD ACH	Drkula'S 32 Bowl WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60045	50.00
WELLS FARGO CREDIT CARD ACH	Int In Budget Sign Sh WF	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	180.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1472 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	4.24
WELLS FARGO CREDIT CARD ACH	Fox Tracks, Inc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	71.34
WELLS FARGO CREDIT CARD ACH	St Paul Stamp Works In W	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	84.03
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60045	377.93
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #1472 WI	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	7.98
WELLS FARGO CREDIT CARD ACH	Kidcreate Studio WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.30700	280.00
WELLS FARGO CREDIT CARD ACH	Precision Dynamics Cor WI	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	119.92
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M V	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	9.60
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 6/19	07/23/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	10.98
Fund: 204 - RECREATION FUND					5,352.24

ABDULMAJAD, ANAB	7/25/19	07/31/2019	REFUND - CANCELLATION	205.44.0000.3493501	45.00
AEP ONSITE PARTNERS, LLC	419-21195965	07/24/2019	7/5/19	205.44.6200.453.40020	5,707.30
AEP ONSITE PARTNERS, LLC	419-21195965	07/24/2019	7/5/19	205.44.6200.453.40020	5,678.89
CHARLES ALLEN DIFAZIO, JR	1	08/07/2019	8/2/19	205.44.6200.453.30700	600.00
CHARLES ALLEN DIFAZIO, JR	1	08/07/2019	8/2/19	205.44.6200.453.30700	600.00
CORPORATE MECHANICAL INC.	W34891	08/07/2019	CTINV	205.44.6200.453.40040	6,952.00
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	205.44.6200.453.30550	52.03
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	205.44.6200.453.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	205.44.6200.453.30550	14.35
HUEBSCH SERVICES	4328924	08/07/2019	92965	205.44.6200.453.40040	238.40
HUEBSCH SERVICES	4328924	08/07/2019	92965	205.44.6200.453.40040	59.61
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	205.44.6200.453.60040	29.22
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	205.44.6200.453.60065	43.69
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	205.44.6200.453.60065	29.10
MOHS, JANICE	7/16/19	08/07/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	83.00
PERFECTION PLUS, INC	1129336	07/31/2019	7/1/19	205.44.6200.453.40040	5,857.50
PETTY CASH-WF PURCHASE CARD FEES	LISA LAMEY WF OOP 6/1	07/23/2019	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.60065	21.46
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 6/	07/23/2019	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	5.22
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 6/	07/23/2019	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	6.55
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 6/	07/23/2019	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	7.37
TOTAL CONSTRUCTION & EQUIP.	11787	07/31/2019	7/9/19	205.44.6200.453.40040	688.51
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	205.44.6200.453.50020	76.02
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	205.44.6200.453.50020	76.02
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	205.44.6200.453.50020	60.35
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	205.44.6200.453.50020	25.34
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6384 WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	19.99
WELLS FARGO CREDIT CARD ACH	Lincoln Mktg WF 6/19	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	699.00
WELLS FARGO CREDIT CARD ACH	Adobe Id Creative Cld WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	169.95
WELLS FARGO CREDIT CARD ACH	Department Of Labor An W	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	20.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	4.48
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	16.64
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	14.97
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 6/19	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	34.00
WELLS FARGO CREDIT CARD ACH	Fedex Offic62300006239 V	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50030	38.28
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	663.82
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	9.12
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(79.84)
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	41.73
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	17.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us WF 6/19 CF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(9.98)
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us WF 6/19 CF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(6.83)
WELLS FARGO CREDIT CARD ACH	Facebk Wmhw4mejm2 WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	28.79
WELLS FARGO CREDIT CARD ACH	Hunt Electric Corporat WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	217.50
WELLS FARGO CREDIT CARD ACH	Hunt Electric Corporat WF	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	217.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Magnolias Restaurant I	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	496.23
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	190.98
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	33.98
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	98.71
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60012	33.97
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60012	2.04
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60012	2.05
WELLS FARGO CREDIT CARD ACH	Medpro Waste Disposal	WI 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40025	103.74
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M62ol15o1	' 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	34.96
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M63ej2551	' 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	20.62
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M63uq6ak0	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	58.16
WELLS FARGO CREDIT CARD ACH	Displays2go	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	99.48
WELLS FARGO CREDIT CARD ACH	Johnson Fit-Well	022 WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40042	458.90
WELLS FARGO CREDIT CARD ACH	The Home Depot Pro	WF 6 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	132.50
WELLS FARGO CREDIT CARD ACH	The Home Depot Pro	WF 6 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	132.50
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	42.34
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	16.96
WELLS FARGO CREDIT CARD ACH	Ada Sports And Rackets	W 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	288.00
WELLS FARGO CREDIT CARD ACH	National Recreation & W	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50080	35.00
WELLS FARGO CREDIT CARD ACH	Minnesota Women'S Pres	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	(60.00)
WELLS FARGO CREDIT CARD ACH	Mn Children'S Museum	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50090	260.00
WELLS FARGO CREDIT CARD ACH	Apec 123103	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	273.20
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	49.54
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	198.16
WELLS FARGO CREDIT CARD ACH	Fox Tracks, Inc	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50030	126.58
WELLS FARGO CREDIT CARD ACH	Hawkins Inc	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60024	3,041.28
WELLS FARGO CREDIT CARD ACH	Minnesota Premier Publ	WI 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	224.00
WELLS FARGO CREDIT CARD ACH	Minvalco Inc - Mnpls	WF 6/ 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	10.50
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60045	788.10
WELLS FARGO CREDIT CARD ACH	Vertical Endeavors-Blo	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50090	738.00
WELLS FARGO CREDIT CARD ACH	W W Goetsch Associates	07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	49.84
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc	WF 6/ 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	220.00
WELLS FARGO CREDIT CARD ACH	Facebk M966emnm2	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	3.68
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60011	268.65
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60011	268.65
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	97.20
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	74.68
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	74.68
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	221.59
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	221.59
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	87.50
WELLS FARGO CREDIT CARD ACH	Grainger	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	87.49
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,308.00
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	4,495.29
WELLS FARGO CREDIT CARD ACH	Zumba Fitness	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	35.00
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40042	338.89
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.40042	338.89
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60011	732.98
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60011	732.99
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	1,953.69
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol	WF 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	1,953.70
WELLS FARGO CREDIT CARD ACH	Twins Ballpark Llc	WF 6/19 07/23/2019	Wells Fargo Purchase Cards	205.44.6200.453.50090	580.00
YE, LEI	7/26/19	08/07/2019	REFUND - SWIM LESSONS	205.44.0000.3493501	60.00
ZARICH, ALICIA	7/23/19	08/07/2019	REFUND - CLASS CANCELLATION	205.44.0000.3493501	27.50
Fund: 205 - COMMUNITY CENTER					51,266.04
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					0.77
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	355.57.9000.570.90200	35,728.13
Fund: 355 - G.O. IMPR BONDS 2010B					35,728.13
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	361.57.9000.570.90200	12,000.00
Fund: 361 - WATER REV REF 2012A					12,000.00
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	363.57.9000.570.90200	48,393.75
Fund: 363 - G.O. SEWER REFUND 2014B					48,393.75
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	364.57.9000.570.90200	2,350.00
Fund: 364 - G.O. IMPR REFUND 14B (08A)					2,350.00
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	365.57.9000.570.90200	91,025.00
Fund: 365 - G.O. IMPR BONDS 2015A					91,025.00
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	367.57.9000.570.90200	118,468.75
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					118,468.75
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	368.57.9000.570.90200	79,912.50
Fund: 368 - G.O. SEWER REVENUE REFUND 2017A					79,912.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	369.57.9000.570.90200	47,668.76
Fund: 369 - G.O. IMPR BONDS 2017B					47,668.76
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	392.57.9000.570.90200	49,515.56
Fund: 392 - G.O. CAP IMPR BONDS 2018A					49,515.56
EHLERS AND ASSOCIATES, INC.	49647	08/01/2019	2019 BOND PAYMENT	393.57.9000.570.90200	218,954.69
Fund: 393 - G.O. CAP IMPR BONDS 2019A					218,954.69
COST, PLANNING AND MANAGEMENT INTERNA	7383	07/31/2019	18208	434.42.4200.423.30700	4,915.00
PROFESSIONAL SERVICE INDUSTRIES INC	00635996	08/07/2019	1197362	434.42.4200.423.30700	1,448.00
PROFESSIONAL SERVICE INDUSTRIES INC	00642179	08/07/2019	1197362	434.42.4200.423.30700	2,340.00
Fund: 434 - 2014 IMPROVEMENT FUND					8,703.00
BRAUN INTERTEC CORPORATION	B172730	07/24/2019	109213	437.44.5900.737.30700	19,176.45
GROUNDWATER & ENVIRONMENTAL SERVICES	851692	08/07/2019	MN-2019-0042-00	437.44.5900.737.30700	1,400.00
MN POLLUTION CONTROL AGENCY	10000082877	08/07/2019	7/17/19	437.44.5900.737.30700	312.50
MN POLLUTION CONTROL AGENCY	10000083029	08/07/2019	7/17/19	437.44.5900.737.30700	625.00
WELLS FARGO CREDIT CARD ACH	Finance And Commerce I	07/23/2019	Wells Fargo Purchase Cards	437.44.5900.737.50025	192.10
WSB & ASSOCIATES, INC.	R-011626-000-16	07/24/2019	7/1/19	437.44.5900.737.30300	1,312.75
WSB & ASSOCIATES, INC.	R-013050-000-8	07/24/2019	7/1/19	437.44.5900.737.30300	15,810.25
WSB & ASSOCIATES, INC.	R-011626-000-17	08/07/2019	7/25/19	437.44.5900.737.30700	1,840.00
WSB & ASSOCIATES, INC.	R-013050-000-9	08/07/2019	7/25/19	437.44.5900.737.30700	2,077.25
Fund: 437 - 2017 IMPROVEMENT FUND					42,746.30
EJM PIPE SERVICES	PAY VO. NO. 7	07/24/2019	CITY PROJECT NO. 2018-08 2018-11	438.42.4200.423.30300	63,758.49
STANTEC CONSULTING SERVICES INC.	1536128	08/07/2019	92607	438.73.5900.738.30300	3,096.00
Fund: 438 - 2018 IMPROVEMENT FUND					66,854.49
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	439.44.5900.739.50025	132.00
WELLS FARGO CREDIT CARD ACH	Brownpapertickets Com WI	07/23/2019	Wells Fargo Purchase Cards	439.43.5500.446.50080	21.99
WELLS FARGO CREDIT CARD ACH	Clearstream Recycling, WF	07/23/2019	Wells Fargo Purchase Cards	439.43.5500.446.60065	195.20
WELLS FARGO CREDIT CARD ACH	The Webstaurant Store WF	07/23/2019	Wells Fargo Purchase Cards	439.43.5500.446.60065	(6.27)
WSB & ASSOCIATES, INC.	R-014168-000-1	07/31/2019	7/22/19	439.73.5900.739.30300	5,400.00
Fund: 439 - 2019 IMPROVEMENT FUND					5,742.92
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	441.74.5900.741.30550	3.85
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	441.74.5900.741.40020	852.05
M & J SERVICES, LLC	2050	07/31/2019	7/15/19	441.74.5900.741.40066	2,840.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	441.74.5900.741.40066	278.97
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	441.74.5900.741.40066	233.00
Fund: 441 - STORM WATER MANAGEMENT					4,207.87
ACE IN THE HOLE REAL ESTATE LIMITED PARTI	7/22/19	07/24/2019	RIGHT OF WAY & EASEMENT ACQUIS	446.74.5900.746.80100	59,600.00
WSB & ASSOCIATES, INC.	R-012429-000-12	07/24/2019	6/26/19	446.74.5900.746.30300	14,923.00
Fund: 446 - NW AREA					74,523.00
WELLS FARGO CREDIT CARD ACH	Savatree, Llc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	450.75.5900.750.40047	8,487.00
Fund: 450 - COMMUNITY PROJECTS FUND					8,487.00
CITY OF WEST ST. PAUL	2019116	07/24/2019	VOLUNTEER EXPENSES 2ND QTR	451.75.5900.751.30700	2,825.91
JOEL CARLSON	7/15/19	07/31/2019	AUGUST 2019	451.75.5900.751.30700	1,000.00
MESSERLI & KRAMER, P.A.	369353	08/07/2019	22369-00004	451.75.5900.751.30700	3,333.00
REPUBLIC SERVICES	0923-003868682	07/24/2019	3-0923-0069391	451.75.5900.751.70600	(960.00)
REPUBLIC SERVICES	0923-003700947	07/24/2019	3-0923-0069391	451.75.5900.751.70600	1,330.00
REPUBLIC SERVICES	0923-003733574	07/24/2019	3-0923-0069391	451.75.5900.751.70600	522.29
REPUBLIC SERVICES	0923-003754767	07/24/2019	3-0923-0069391	451.75.5900.751.70600	1,203.45
WELLS FARGO CREDIT CARD ACH	Messerli & Kramer WF 6/15	07/23/2019	Wells Fargo Purchase Cards	451.75.5900.751.70600	3,333.00
Fund: 451 - HOST COMMUNITY FUND					12,587.65
BLACKBERRY POINTE APARTMENTS	2019 1ST HALF TIF	07/31/2019	1ST HALF 2019 BRENTWOOD HILLS T	453.57.9000.570.90100	159,905.63
BLACKBERRY POINTE APARTMENTS	2019 1ST HALF TIF	07/31/2019	1ST HALF 2019 BRENTWOOD HILLS T	453.57.9000.570.90200	10,487.33
Fund: 453 - SE QUADRANT TIF DIST 4-1					170,392.96
CORE & MAIN LP	K839179	07/24/2019	099872	501.50.7100.512.40043	3,663.35
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	501.50.7100.512.30550	38.61
GERTENS	464476/1	07/24/2019	1035	501.50.7100.512.60016	51.82
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	501.50.7100.512.40020	23,565.63
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-21907	08/07/2019	INVRGRV-2	501.50.7100.512.40020	8,806.11
GRAINGER	9242732890	08/07/2019	806460150	501.50.7100.512.40040	137.45
HAWKINS, INC.	4540686	08/07/2019	108816	501.50.7100.512.60019	7,345.04
HYDRODESIGNS, INC	0053142-IN	08/07/2019	8449-000	501.50.7100.512.30700	1,247.25
MIDWEST SAFETY COUNSELORS, INC.	IVC0058119	08/07/2019	7/19/19	501.50.7100.512.40040	2,111.93
STANTEC CONSULTING SERVICES INC.	1536128	08/07/2019	92607	501.50.7100.512.30300	144.00
TELVENT DTN, LLC	5583660	08/07/2019	0581425	501.50.7100.512.30700	950.00
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2019245	08/07/2019	7/23/19	501.50.7100.512.30700	1,768.00
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	501.50.7100.512.50020	457.68
WAGNER'S SOD CO, INC	2019-2537	07/24/2019	7/9/19	501.50.7100.512.60016	44.87
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	53.92
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60040	22.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	118.96
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60040	114.99
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	317.35
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M61dx5so2	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	20.98
WELLS FARGO CREDIT CARD ACH	Sensaphone WF 6/19	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.40040	299.40
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.60040	(114.99)
WELLS FARGO CREDIT CARD ACH	Bry-Air, Inc. WF 6/19	07/23/2019	Wells Fargo Purchase Cards	501.50.7100.512.40040	5,059.82
Fund: 501 - WATER UTILITY FUND					56,224.63
ELECTRIC PUMP INC	0065950-IN	08/07/2019	0013682	502.51.7200.514.40042	520.00
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	502.51.7200.514.30550	21.25
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	502.51.7200.514.40020	550.76
GRAINGER	9238070735	08/07/2019	806460150	502.51.7200.514.40042	154.48
METROPOLITAN COUNCIL	0001094811	07/31/2019	5084	502.51.7200.514.40015	163,794.63
MN GLOVE & SAFETY, INC.	316941	08/07/2019	CTINVE	502.51.7200.514.60045	150.47
SCHLOMKA'S VAC TRUCK SERVICE, INC.	8887	08/07/2019	6/30/19	502.51.7200.514.40042	335.00
Fund: 502 - SEWER UTILITY FUND					165,526.59
ARTISAN BEER COMPANY	3357210	07/24/2019	125656	503.52.8300.524.76150	447.60
ARTISAN BEER COMPANY	3358893	07/31/2019	125656	503.52.8300.524.76150	710.70
ARTISAN BEER COMPANY	3360464	08/07/2019	125656	503.52.8300.524.76150	424.60
BREAKTHRU BEVERAGE MINNESOTA	1080998505	07/24/2019	102294	503.52.8300.524.76150	444.24
BREAKTHRU BEVERAGE MINNESOTA	1091027927	07/24/2019	102294	503.52.8300.524.76150	855.40
BREAKTHRU BEVERAGE MINNESOTA	1081001400	07/31/2019	102294	503.52.8300.524.76150	103.95
BREAKTHRU BEVERAGE MINNESOTA	1081001758	07/31/2019	102294	503.52.8300.524.76150	82.70
BREAKTHRU BEVERAGE MINNESOTA	1091030952	07/31/2019	102294	503.52.8300.524.76150	504.70
BREAKTHRU BEVERAGE MINNESOTA	1081004996	08/07/2019	102294	503.52.8300.524.76150	259.20
BREAKTHRU BEVERAGE MINNESOTA	1091034015	08/07/2019	102294	503.52.8300.524.76150	430.20
COCA COLA BOTTLING COMPANY	3607206142	07/24/2019	7/10/19	503.52.8300.524.76100	904.44
COCA COLA BOTTLING COMPANY	3607206143	07/24/2019	7/10/19	503.52.8300.524.76100	(75.00)
COCA COLA BOTTLING COMPANY	3607206178	07/31/2019	7/17/19	503.52.8300.524.76100	990.26
COCA COLA BOTTLING COMPANY	3607206211	08/07/2019	7/24/19	503.52.8300.524.76100	1,090.46
COCA COLA BOTTLING COMPANY	3607206212	08/07/2019	7/24/19	503.52.8300.524.76100	(150.00)
COLLEGE CITY BEVERAGE	719-0180	07/24/2019	3592	503.52.8300.524.76150	356.00
COLLEGE CITY BEVERAGE	719-0268	07/31/2019	3592	503.52.8300.524.76150	448.10
COLLEGE CITY BEVERAGE	719-0346	08/07/2019	3592	503.52.8300.524.76150	275.80
COVERALL OF THE TWIN CITIES INC	7070262887	08/07/2019	707-2469	503.52.8600.527.40040	1,124.81
COVERALL OF THE TWIN CITIES INC	7070263933	08/07/2019	707-2469	503.52.8600.527.40040	1,124.81
DRAFT TECHNOLOGIES	07291904	08/07/2019	7/29/19	503.52.8300.524.40042	55.00
GARY'S PEST CONTROL	51329	07/24/2019	7/9/19	503.52.8500.526.40040	72.31
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	503.52.8000.521.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	503.52.8600.527.30550	25.90
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	503.52.8600.527.40020	95.72
GOLF PIPELINE INC.	GB-11543	07/24/2019	7/1/19	503.52.8500.526.50070	9.36
HEGGIES PIZZA	82481844	08/07/2019	C224	503.52.8300.524.76050	115.10
JJ TAYLOR DIST. COMPANY OF MN	3005659	08/07/2019	7/25/19	503.52.8300.524.76150	717.40
JOHN DEERE FINANCIAL	P40862	08/07/2019	7/8/19	503.52.8600.527.40042	371.82
JOHNSON BROTHERS LIQUOR COMPANY INC.	3362041	08/07/2019	125656	503.52.8300.524.76150	636.90
M. AMUNDSON LLP	283344	07/24/2019	902858	503.52.8300.524.76050	237.83
M. AMUNDSON LLP	283826	07/31/2019	902858	503.52.8300.524.76050	164.27
M. AMUNDSON LLP	284738	08/07/2019	902858	503.52.8300.524.76050	334.39
MANSFIELD OIL COMPANY	21376541	07/31/2019	24129	503.52.8400.525.60021	1,562.79
MN GOLF ASSOCIATION, INC.	5040319	08/07/2019	5/20/19	503.52.8000.521.70250	1,750.00
MTI DISTRIBUTING CO	1220290-00	07/24/2019	402307	503.52.8600.527.60040	85.17
NATURE CALLS, INC.	26285	08/07/2019	6/30/19	503.52.8600.527.40065	124.27
PHILLIPS WINE & SPIRITS	2587737	07/31/2019	125656	503.52.8300.524.76150	76.46
PHILLIPS WINE & SPIRITS	2595291	08/07/2019	125656	503.52.8300.524.76150	46.30
SUPERIOR TURF SERVICES INC	16156	07/24/2019	7/8/19	503.52.8600.527.60020	482.13
US FOODSERVICE	5125444	07/24/2019	03805983	503.52.8300.524.60065	197.36
US FOODSERVICE	5125444	07/24/2019	03805983	503.52.8300.524.76050	918.04
US FOODSERVICE	5125444	07/24/2019	03805983	503.52.8300.524.76100	105.09
US FOODSERVICE	5125445	07/24/2019	03805983	503.52.8300.524.76100	91.31
US FOODSERVICE	5268643	07/31/2019	03805983	503.52.8300.524.60065	228.72
US FOODSERVICE	5268643	07/31/2019	03805983	503.52.8300.524.76050	843.77
US FOODSERVICE	5396689	08/07/2019	03805983	503.52.8300.524.60065	46.42
US FOODSERVICE	5396689	08/07/2019	03805983	503.52.8300.524.76050	910.46
US FOODSERVICE	5527314	08/07/2019	03805983	503.52.8300.524.60065	103.63
US FOODSERVICE	5527314	08/07/2019	03805983	503.52.8300.524.76050	1,288.33
US FOODSERVICE	5527314	08/07/2019	03805983	503.52.8300.524.76100	95.52
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	503.52.8500.526.50020	195.32
WELLS FARGO CREDIT CARD ACH	Pioneer Press Adv WF 6/19	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.50025	100.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60012	129.82
WELLS FARGO CREDIT CARD ACH	Mcdonough Waterjetting W	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.40040	619.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	140.29
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.60065	21.41
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.60065	3.59
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.60065	17.11
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.60065	12.83
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	2.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 6/19	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	6.57
WELLS FARGO CREDIT CARD ACH	Aramark Minneapolis Oc W 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.40042	110.94
WELLS FARGO CREDIT CARD ACH	Aramark Minneapolis Oc W 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76100	866.50
WELLS FARGO CREDIT CARD ACH	Cub Foods #1695 WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	4.50
WELLS FARGO CREDIT CARD ACH	Graybar Electric WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60012	49.20
WELLS FARGO CREDIT CARD ACH	Graybar Electric WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60012	98.40
WELLS FARGO CREDIT CARD ACH	Mn Licensed Beverage A V 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.50070	360.00
WELLS FARGO CREDIT CARD ACH	Mor Golf And Utility WF 6/1 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.40042	408.23
WELLS FARGO CREDIT CARD ACH	Napa Store 3279003 WF 6, 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60012	81.37
WELLS FARGO CREDIT CARD ACH	Napa Store 3279003 WF 6, 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60040	40.70
WELLS FARGO CREDIT CARD ACH	Paypal Minnesotame WF 6 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60065	538.89
WELLS FARGO CREDIT CARD ACH	Plaisted Companies Inc WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60020	2,341.25
WELLS FARGO CREDIT CARD ACH	Int In American Footg WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.50070	200.00
WELLS FARGO CREDIT CARD ACH	Ping Inc WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8200.523.76350	62.00
WELLS FARGO CREDIT CARD ACH	Total Wine And More 16 W 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76100	10.71
WELLS FARGO CREDIT CARD ACH	Total Wine And More 16 W 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76150	115.04
WELLS FARGO CREDIT CARD ACH	American Metro Pos WF 6/ 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8000.521.60065	191.75
WELLS FARGO CREDIT CARD ACH	Shamrock Group WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76100	876.49
WELLS FARGO CREDIT CARD ACH	Shamrock Group WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76100	598.90
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M60j412k2 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8000.521.60065	61.80
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF 6, 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.50025	208.00
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF 6, 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.50025	208.00
WELLS FARGO CREDIT CARD ACH	Aldi 72078 WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	2.89
WELLS FARGO CREDIT CARD ACH	Mizuno Usa Inc. WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8200.523.76250	113.30
WELLS FARGO CREDIT CARD ACH	Mizuno Usa Inc. WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8200.523.76250	617.79
WELLS FARGO CREDIT CARD ACH	Mizuno Usa Inc. WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8200.523.76350	165.00
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6302 WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.60010	29.90
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60020	365.51
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60020	1,653.45
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60030	4,882.16
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60035	307.52
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60035	3,568.22
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8600.527.60035	153.93
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.60065	10.98
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 6/19 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	156.91
WELLS FARGO CREDIT CARD ACH	Kwik Trip 66200006627 W 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	5.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Mh11m23y1 07/23/2019	07/23/2019	Wells Fargo Purchase Cards	503.52.8500.526.60040	16.80
WINFIELD SOLUTIONS, LLC	63279096 07/24/2019	07/24/2019	49369692	503.52.8600.527.60030	8,788.60

Fund: 503 - INVER WOOD GOLF COURSE

51,679.87

CATHERINE M. PERME	1201	07/31/2019	7/30/19	602.00.2100.415.30700	8,400.00
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	602.00.2100.415.30550	1.50

Fund: 602 - RISK MANAGEMENT

8,401.50

ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004251213	07/24/2019	14649	603.140.1450050	382.51
BOYER TRUCKS - MINNEAPOLIS	212002	07/31/2019	7/10/19	603.00.5300.444.40041	180.74
EMERGENCY APPARATUS MAINTENANCE	106778	07/31/2019	6/3/19	603.00.5300.444.40041	3,992.35
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL071719-24	07/31/2019	7/17/19	603.00.5300.444.40041	267.96
FACTORY MOTOR PARTS COMPANY	1-Z18915	07/31/2019	10799	603.00.5300.444.40040	229.38
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	603.00.5300.444.30550	9.44
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11907	08/07/2019	INVRGRV-1	603.00.5300.444.40020	2,458.05
HANCO CORPORATION	477354	07/31/2019	332660	603.00.5300.444.60014	409.00
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	603.00.5300.444.60012	27.82
INVER GROVE FORD	5273614	07/31/2019	7/12/19	603.00.5300.444.40041	111.84
INVER GROVE FORD	6293746/1	07/31/2019	7/17/19	603.00.5300.444.40041	1,842.04
INVER GROVE FORD	5274144	07/31/2019	7/23/19	603.00.5300.444.40041	58.25
KIMBALL MIDWEST	7282409	07/31/2019	222006	603.00.5300.444.60012	409.26
KREMER SERVICES LLC	63723	07/31/2019	7/22	603.00.5300.444.40041	2,683.96
L.T.G. POWER EQUIPMENT	238189	07/31/2019	5656	603.00.5300.444.40041	36.02
L.T.G. POWER EQUIPMENT	238250	07/31/2019	5656	603.00.5300.444.40041	241.68
LAURENTINA DEJONG	6/27/19	07/24/2019	6/27/19	603.00.5300.444.40040	216.66
MANSFIELD OIL COMPANY	510439	07/24/2019	23866-02-510439	603.140.1450060	9,520.00
MANSFIELD OIL COMPANY	510450	07/24/2019	23866-01-510450	603.140.1450060	5,192.54
MANSFIELD OIL COMPANY	512517	07/24/2019	23866-01-512517	603.140.1450060	1,028.40
MANSFIELD OIL COMPANY	512527	07/24/2019	23866-02-512527	603.140.1450060	37.68
METRO JANITORIAL SUPPLY INC	11015098	07/31/2019	7/17/19	603.00.5300.444.60012	238.23
MID CITY SERVICES, INC.	109109	07/31/2019	7/19/19	603.00.5300.444.40065	48.00
MN DEPT OF REVENUE	JUNE 2019	07/23/2019	JUNE 2019 PETRO TAX	603.00.5300.444.60021	367.94
MTI DISTRIBUTING CO	1223146-00	07/31/2019	91180	603.00.5300.444.40041	171.92
NORTH AMERICAN TRAILER SALES	0304145718	07/31/2019	10095	603.00.5300.444.40041	8.04
NUSS TRUCK AND EQUIPMENT	7137355P	07/31/2019	38679B	603.00.5300.444.40041	60.56
NUSS TRUCK AND EQUIPMENT	4599860P	07/31/2019	38679	603.00.5300.444.40041	79.74
O' REILLY AUTO PARTS	1767-411514	07/24/2019	1578028	603.00.5300.444.40041	156.79
O' REILLY AUTO PARTS	1767-411669	07/24/2019	1578028	603.00.5300.444.40041	8.93
O' REILLY AUTO PARTS	1767-411673	07/24/2019	1578028	603.140.1450050	31.60
O' REILLY AUTO PARTS	1767-411679	07/24/2019	1578028	603.00.5300.444.40041	10.00
O' REILLY AUTO PARTS	1767-411762	07/31/2019	1578028	603.00.5300.444.40041	19.99
O' REILLY AUTO PARTS	1767-411927	07/31/2019	1578028	603.00.5300.444.40040	39.92
O' REILLY AUTO PARTS	1767-412798	07/31/2019	1578028	603.00.5300.444.60012	3.44
O' REILLY AUTO PARTS	1767-412799	07/31/2019	1578028	603.00.5300.444.60012	19.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTO PARTS	1767-412875	07/31/2019	1578028	603.00.5300.444.40041	35.96
O'REILLY AUTO PARTS	1767-413899	07/31/2019	1578028	603.140.1450050	24.40
O'REILLY AUTO PARTS	1767-411729	07/24/2019	1578028	603.00.5300.444.40041	(8.93)
O'REILLY AUTO PARTS	1767-414918	07/31/2019	1578028	603.140.1450050	32.98
O'REILLY AUTO PARTS	1767-414920	07/31/2019	1578028	603.140.1450050	24.46
PERFECTION PLUS, INC	1129336	07/31/2019	7/1/19	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980060708	07/31/2019	4502557	603.00.5300.444.40040	359.24
POMP'S TIRE SERVICE, INC.	980060794	07/31/2019	4502557	603.00.5300.444.60014	510.12
POMP'S TIRE SERVICE, INC.	980061115	07/31/2019	4502557	603.00.5300.444.60014	519.08
RDO EQUIPMENT COMPANY	P61266	07/31/2019	2556007	603.00.5300.444.40041	17.64
SCHLOMKA'S VAC TRUCK SERVICE, INC.	8592	08/07/2019	49651	603.00.5300.444.40040	400.00
SWEeper SERVICES	19132	07/31/2019	7/14/19	603.00.5300.444.40041	6,089.51
TITAN MACHINERY	12637699	07/24/2019	6239910	603.00.5300.444.40041	646.12
TOWMASTER TRAILERS INC	417798	07/31/2019	2946	603.00.5300.444.40041	201.58
UNIFIRST CORPORATION	090 0494575	07/31/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0494575	07/31/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0495909	07/31/2019	1051948	603.00.5300.444.40065	170.82
UNIFIRST CORPORATION	090 0495909	07/31/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0497257	08/07/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0497257	08/07/2019	1051948	603.00.5300.444.60045	33.50
VERIZON WIRELESS	9834733862	08/07/2019	Telephone	603.00.5300.444.50020	104.79
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WI	07/23/2019	Wells Fargo Purchase Cards	603.00.5300.444.40041	6.47
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WI	07/23/2019	Wells Fargo Purchase Cards	603.00.5300.444.40041	171.98
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WI	07/23/2019	Wells Fargo Purchase Cards	603.00.5300.444.50070	7.49
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WI	07/23/2019	Wells Fargo Purchase Cards	603.00.5300.444.50070	301.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M64b73sx0	07/23/2019	Wells Fargo Purchase Cards	603.00.5300.444.40040	116.88
ZACK'S, INC.	33612A	07/31/2019	7/2/19	603.00.5300.444.60012	232.34
Fund: 603 - CENTRAL EQUIPMENT					41,444.05
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	604.00.2200.416.60005	1,059.80
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	604.00.2200.416.60010	418.31
INNOVATIVE OFFICE SOLUTIONS	SUM-048196	07/31/2019	S28777	604.00.2200.416.60010	55.33
US BANK EQUIPMENT FINANCE, INC.	388889834	07/24/2019	923425	604.00.2200.416.40050	2,555.00
WELLS FARGO CREDIT CARD ACH	Coordinated Business WF	07/23/2019	Wells Fargo Purchase Cards	604.00.2200.416.40050	4,816.66
Fund: 604 - CENTRAL STORES					8,905.10
AEP ONSITE PARTNERS, LLC	419-21195965	07/24/2019	7/5/19	605.00.7500.460.40020	3,029.16
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4320687	07/31/2019	100075	605.00.7500.460.40065	120.52
HUEBSCH SERVICES	4328923	08/07/2019	100075	605.00.7500.460.40065	120.52
LAURENTINA DEJONG	6/27/19	07/24/2019	6/27/19	605.00.7500.460.30700	1,310.84
MAS COMMUNICATIONS	190600050101	07/31/2019	1010	605.00.7500.460.40040	48.20
PERFECTION PLUS, INC	1129336	07/31/2019	7/1/19	605.00.7500.460.40040	4,512.08
TOTAL REFRIGERATION SYSTEMS INC.	2019-1573	08/07/2019	6/20/19	605.00.7500.460.40040	168.00
WELLS FARGO CREDIT CARD ACH	Department Of Labor An W	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.50070	100.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M61du3fn2	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	4.34
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.40040	257.52
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us M64b72ji0 V	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	39.54
WELLS FARGO CREDIT CARD ACH	Easykeyscom Inc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	20.85
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	69.05
WELLS FARGO CREDIT CARD ACH	Horwitz WF 6/19	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.40040	2,658.00
WELLS FARGO CREDIT CARD ACH	Horwitz WF 6/19	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.40040	476.82
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M V	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.60040	936.00
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF	07/23/2019	Wells Fargo Purchase Cards	605.00.7500.460.60011	335.16
Fund: 605 - CITY FACILITIES					14,210.10
CDW GOVERNMENT INC	SCP7520	07/24/2019	2394832	606.00.1400.413.60041	107.89
CDW GOVERNMENT INC	SWF6984	07/24/2019	2394832	606.00.1400.413.60041	646.78
CDW GOVERNMENT INC	SXT1256	07/24/2019	2394832	606.00.1400.413.60041	255.00
CDW GOVERNMENT INC	TDC3800	08/07/2019	2394832	606.00.1400.413.60041	286.52
CDW GOVERNMENT INC	SSK4192	07/24/2019	2394832	606.00.1400.413.60041	(125.44)
CDW GOVERNMENT INC	SST1693	07/24/2019	2394832	606.00.1400.413.60041	(376.32)
GENESIS EMPLOYEE BENEFITS, INC	IN1549650	08/07/2019	Payroll	606.00.1400.413.30550	16.80
MCK SERVICES, INC.	19085	07/24/2019	3/28/19	606.00.1400.413.60065	102.00
OFFICE OF MN. IT SERVICES	DV19060486	08/07/2019	7/15/19	606.00.1400.413.30700	310.00
TDS METROCOM	7/13/19 651 457 7490	07/24/2019	651 457 7490	606.00.1400.413.50020	172.28
WELLS FARGO CREDIT CARD ACH	U.S.Internet Corp WF 6/19	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.30700	220.00
WELLS FARGO CREDIT CARD ACH	Spok Inc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.50020	4.58
WELLS FARGO CREDIT CARD ACH	Allstream WF 6/19	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,390.77
WELLS FARGO CREDIT CARD ACH	Allstream WF 6/19	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,146.86
WELLS FARGO CREDIT CARD ACH	Icon Enterprises Inc WF 6/19	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.30700	3,064.25
WELLS FARGO CREDIT CARD ACH	Matrix Communications WF	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.40049	821.75
WELLS FARGO CREDIT CARD ACH	Vistaprint Vistaprint.Com WF	07/23/2019	Wells Fargo Purchase Cards	606.00.1400.413.50030	37.99
WORKS COMPUTING, INC.	31508	07/24/2019	INVER	606.00.1400.413.30700	320.00
WORKS COMPUTING, INC.	31509	07/24/2019	INVER	606.00.1400.413.30700	9,850.00
Fund: 606 - TECHNOLOGY FUND					18,251.71

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALAN BEBEL	7/24/19	07/31/2019	ESCROW RELEASE 8843 ALVERNO A	702.229.2287402	10,000.00
DAKOTA CTY ATTORNEY	#17-2460	07/31/2019	17-2460	702.229.2291000	99.22
LILLIE SUBURBAN NEWSPAPERS	7/31/19 001363	08/07/2019	Advertising/Publishing	702.229.2284103	23.00
NORTHERN SERVICE CENTER	19WSCR1945601	07/31/2019	MUAZ HUSSEN HASSEN	702.229.2291000	280.00
NORTHERN SERVICE CENTER	19WSCR1752731	08/07/2019	JESSICA ANN BRADLEY	702.229.2291000	100.00
PURDY, MICHAEL & JENNIFER	7/19/19	07/31/2019	ESCROW RELEASE 1563 86TH CT	702.229.2305202	1,000.00
STATE OF MINNESOTA - GENERAL FUND, MN M	#17-2460	07/31/2019	IGH PD CASE #17-2460	702.229.2291000	8.11
WELLS FARGO CREDIT CARD ACH	Sq Sq Custom Christm W	07/23/2019	Wells Fargo Purchase Cards	702.229.2307200	1,335.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	07/23/2019	Wells Fargo Purchase Cards	702.229.2286300	22.45
Fund: 702 - ESCROW FUND					12,867.78
Grand Total					2,167,795.35

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #1 – Heritage Village Park Phase II – City Project 2017-07

Meeting Date: August 12, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Shannon Battles

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Pay Request #1 to Dahn Construction Inc in an amount of \$395,096.45. The project is funded by grants from the State of MN, Dakota County ELF Funds, and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Dahn Construction Inc. on June 24, 2019 in the amount of \$1,573,149.30. Change Order #1 was a change in the anticipated volume of common borrow material from the original estimate of 44,000 cy to 25,000 cy and to change the price from \$9.70/cy to \$5.84/cy for the first 25,000 cy and \$8.96/cy for any amount thereafter. The contract will pay for the actual volume installed.

Change Order #2 was for the demolition of the former LSS property located at 6455 Doffing Ave. in the amount of \$47,000.

The contract with Dahn Construction Inc. is as follows:

Dahn Construction Inc.	\$1,573,149.30
Change Order #1	(\$280,800.00)
Change Order #2	\$47,000.00
Total	\$1,339,349.30

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$110,000	Design and Engineering
Braun Intertec – Environmental Coordination	\$28,400	Environmental Engineering
WSB – Construction Observation and Administration	\$49,000	Construction observation and administration
Construction Contract with Dahn Construction Inc.	\$1,573,149	Phase II contract
Change Order #1	(\$280,800)	Estimated volume and price deduct
Change Order #2	\$47,000	LSS property demolition
Construction Contingency	\$106,750	
Total	\$1,633,499	

AIA Type Document
Application and Certification for Payment

Page 1 of 5

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

PROJECT: Heritage Village

APPLICATION NO: 1
PERIOD TO: 7/31/2019

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Dahn Construction
13135 Doyle Path East
Rosemount, MN 55068

VIA (ARCHITECT): WSB No. R-013050-000

ARCHITECT'S
PROJECT NO: City Project No. 1707

CONTRACT FOR: Park Development

CONTRACT DATE: 6/24/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,573,149.30
2. Net Change by Change Orders	-233,800.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	1,339,349.30
4. TOTAL COMPLETED AND STORED TO DATE	415,891.00

5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 20,794.55
b. 0.00 % of Stored Material	\$ 0.00

Total retainage (Line 5a + 5b) \$ 20,794.55

6. TOTAL EARNED LESS RETAINAGE	\$ 395,096.45
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	0.00
(Line 6 from prior Certificate)	

8. CURRENT PAYMENT DUE	\$ 395,096.45
------------------------	---------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 944,252.85
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	47,000.00	-280,800.00
TOTALS	47,000.00	-280,800.00
NET CHANGES by Change Order		-233,800.00

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

CONTRACTOR: Dahn Construction
13135 Doyle Path East Rosemount, MN 55068

By: Mike Forsythe Date: 7/30/19
Mike Forsythe
1 Project Manager

State of: MN

County of: Dakota

Subscribed and Sworn to before me this

30 Day of July 2019

Notary Public: Susan E. Stevens

My Commission Expires: 1-31-2022

NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN 31, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 395,096.45

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

By: Susan E. Stevens Date: 8-2-2019
ARCHITECT

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

BASE BID SCHEDULE**BASE BID SCHEDULE**

36	2503	2"	PVC IRRIGATION CONDUIT	LIN FT	80	\$	5.90	\$	472.00	\$	-	0%	-	\$	-	-	-
37	2506		RECONSTRUCT MANHOLE STRUCTURE	LUMP SUM	1	\$	1,445.00	\$	1,445.00	\$	-	0%	-	\$	-	-	-
38	2503	8"	CONCRETE APRON	EACH	2	\$	1,356.00	\$	2,712.00	\$	-	0%	-	\$	-	-	-
39	2503	12"	CONCRETE APRON	EACH	5	\$	1,531.00	\$	7,655.00	\$	-	0%	-	\$	-	-	-
40	2502	12"	RC PIPE	LIN FT	344	\$	41.50	\$	14,276.00	\$	-	0%	-	\$	-	-	-
41	2502	8"	HDPE PIPE	LIN FT	28	\$	30.00	\$	840.00	\$	-	0%	-	\$	-	-	-
42	2503	4"	PVC SANITARY SEWER SERVICE/CLEANOUT	LIN FT	87	\$	34.00	\$	2,958.00	\$	-	0%	-	\$	-	-	-
43	2503	8" x 4"	WYE/SANITARY SERVICE CONNECTION	EACH	1	\$	3,554.00	\$	3,554.00	\$	-	0%	-	\$	-	-	-
44	2502	4"	PERFORATED HDPE PIPE	LIN FT	1,030	\$	8.25	\$	8,497.50	\$	-	0%	-	\$	-	-	-
45	2502	4"	DRAINTILE CLEANOUT	EACH	4	\$	275.00	\$	1,100.00	\$	-	0%	-	\$	-	-	-
46	2506		OVERFLOW STRUCTURE	EACH	3	\$	3,299.00	\$	9,897.00	\$	-	0%	-	\$	-	-	-
47	2506		CONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	2	\$	2,345.00	\$	4,690.00	\$	-	0%	-	\$	-	-	-
48	2105	60 mil	POLYETHYLENE LINER	SQ YD	1,600	\$	21.65	\$	34,640.00	\$	-	0%	-	\$	-	-	-
49	2506		SPLASH BLOCKS	EACH	2	\$	417.00	\$	834.00	\$	-	0%	-	\$	-	-	-
50	2545		ELECTRICAL SERVICE	LUMP SUM	1	\$	97,500.00	\$	97,500.00	\$	-	0%	-	\$	-	-	-
51	2545		LIGHT POLES, STEEL POLE WITH CONCRETE BASE	EACH	3	\$	8,700.00	\$	26,100.00	\$	-	0%	-	\$	-	-	-
EROSION CONTROL, RESTORATION, & LANDSCAPING																	
52	2573		STABILIZED CONSTRUCTION EXIT	EACH	2	\$	1,794.00	\$	3,588.00	\$	3,588.00	100%	-	\$	3,588.00	179.40	-
53	2573		EROSION CONTROL FENCE	LIN FT	4,500	\$	1.75	\$	7,875.00	\$	-	0%	-	\$	-	-	-
54	2573		BIOROLL	LIN FT	950	\$	1.65	\$	1,567.50	\$	1,567.50	100%	-	\$	1,567.50	78.38	-
55	2573		STORM DRAIN INLET PROTECTION	EACH	3	\$	440.00	\$	1,320.00	\$	-	0%	-	\$	-	-	-
56	2573		EC BLANKET CAT. 3N/25	SQ YD	1,300	\$	1.30	\$	1,690.00	\$	-	0%	-	\$	-	-	-
57	2571		DECIDUOUS TREE 6' B&B	EACH	2	\$	440.00	\$	880.00	\$	-	0%	-	\$	-	-	-
58	2571		DECIDUOUS TREE 25-GAL POTTED	EACH	7	\$	82.50	\$	577.50	\$	-	0%	-	\$	-	-	-
59	2575		HYDRAULIC STABILIZER MULCH (BFM)	ACRE	11.5	\$	3,738.00	\$	42,987.00	\$	-	0%	-	\$	-	-	-
60	2575		TYPE 1 TURF SEED	ACRE	8.2	\$	921.00	\$	7,552.20	\$	-	0%	-	\$	-	-	-
61	2575		TURF 2 NATIVE SEED	ACRE	3.3	\$	461.00	\$	1,521.30	\$	-	0%	-	\$	-	-	-
62	2575		TURF 3 BASIN SEED	ACRE	0.26	\$	1,030.00	\$	267.80	\$	-	0%	-	\$	-	-	-
ALTERNATE BID SCHEDULE																	
A1	2360	10'	WIDE BIT TRAIL PAVEMENT (3.0") 2 LIFTS	SQ YD	1,200	\$	17.40	\$	20,880.00	\$	-	0%	-	\$	-	-	-
A2	2360	8'	WIDE BIT TRAIL PAVEMENT (2.5") 1 LIFT: EXT	SQ YD	640	\$	18.20	\$	11,648.00	\$	-	0%	-	\$	-	-	-
A3	2211		CLASS 5 AGGREGATE BASE	TON	675	\$	16.10	\$	10,867.50	\$	-	0%	-	\$	-	-	-
A4	2105		GEOTEXTILE FABRIC TYPE V	SQ YD	1,600	\$	1.55	\$	2,480.00	\$	-	0%	-	\$	-	-	-
A5	2360		BITUMINOUS PARKING LOT PAVEMENT (4.0") 2 LIFTS	SQ YD	950	\$	24.60	\$	23,370.00	\$	-	0%	-	\$	-	-	-
A6	2521		B612 CONCRETE CURB & GUTTER	LIN FT	450	\$	26.00	\$	11,700.00	\$	-	0%	-	\$	-	-	-
A7	2582		PARKING LOT STRIPING	LUMP SUM	1	\$	880.00	\$	880.00	\$	-	0%	-	\$	-	-	-
A8	2502	12"	RC PIPE	LIN FT	19	\$	42.00	\$	798.00	\$	-	0%	-	\$	-	-	-
A9	2503	4"	PERFORATED HDPE PIPE	LIN FT	290	\$	8.50	\$	2,465.00	\$	-	0%	-	\$	-	-	-
A10	2503	4"	DRAINTILE CLEANOUT	EACH	1	\$	274.00	\$	274.00	\$	-	0%	-	\$	-	-	-
A11	2506		CONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1	\$	2,895.00	\$	2,895.00	\$	-	0%	-	\$	-	-	-
A12	2506		SPLASH BLOCKS	EACH	1	\$	418.00	\$	418.00	\$	-	0%	-	\$	-	-	-
A13	2545		LIGHT POLES, STEEL POLE WITH CONCRETE BASE	EACH	2	\$	8,700.00	\$	17,400.00	\$	-	0%	-	\$	-	-	-
A14	2105		DEWATERING	LUMP SUM	1	\$	5,250.00	\$	5,250.00	\$	-	0%	-	\$	-	-	-

ORIGINAL CONTRACT VALUE: \$ 1,573,149.30

CHANGE ORDERS TO ORIGINAL CONTRACT

CO1.1	CO Date: 7/1/19	ITEM 15: GRANULAR BORROW (CV) - This item has been modified to reflect a reduced quantity and a reduced unit price per agreement with the owner. This change reflects a deduct of \$280,000.00 from the original contract.	LS	1	\$	(280,800.00)	\$	(280,800.00)	\$	(280,800.00)	100%	\$	(14,040.00)								
										1.00											
CO2.1	CO Date: 7/1/19	Property Demolition: Building demolition, removals and site clearing for acquired lot (6455 Doffing Ave. E.) including permits.	LS	1	\$	47,000.00	\$	47,000.00	\$	44,650.00	95%	\$	2,232.50								
										0.95											
TOTAL ADJUSTED CONTRACT SUM (Including all Change Orders to Date):													\$	1,339,349.30	\$	-	\$	415,891.00	31.05%	\$	20,794.55

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Declaration of Property for Heritage Village Park (SG-04273)

Meeting Date: August 12, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve declaration of property for the purposes of expending state grant funds SG-04273.

SUMMARY

The City received a \$1,500,000 grant from the State of MN. The funds are to be used for:

“...public infrastructure improvements and land acquisition in and adjacent to the Heritage Village Park, the Mississippi River Trail, and the Rock Island Swing Bridge. These improvements will include but are not limited to motor vehicle access, utility service, storm water treatment, and trail and sidewalk connections....”

Before funds can be spent the City needs to record a “declaration” on the properties that bond funds will be use. The declaration in affect makes the property park land into perpetuity. At this time, we are recommending that the properties in “green” be declared a part of these grants.

Note:

This is the final piece of property that the City will place a declaration on for work at Swing Bridge Park/Heritage Village Park under the two grants the City received. This property is the former LSS property located at 6455 Doffing Ave.

DECLARATION

City of Inver Grove Heights Heritage Village Park and Rock Island Bridge Park Properties

The undersigned, as owner of fee title to real property legally described on Exhibit A, which is attached hereto and made a part hereof ("Property"), hereby declares that title to the Property is hereby subject to the following restriction:

The Property is bond financed property within the meaning of Minn. Stat. § 16A.695 as amended, and cannot be sold, mortgaged or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the Minnesota Commissioner of Finance, which approval must be evidenced by a written statement signed by the Commissioner of Finance and attached to the deed, mortgage or instrument used to sell, mortgage or otherwise dispose of the property.

Title to the Property shall remain subject to this restriction until (i) restriction has been fully complied with as evidenced by a written approval from the Minnesota Commissioner of Finance, or (ii) a written release, releasing the Property from the restriction, signed by the Commissioner of Finance, is recorded in the real estate records relating to the Property.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Interim Deputy Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and Interim Deputy Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

B36 (20-36500-32-10)

Lots 9, 10, and 11, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota.
Abstract Property

Swing Bridge Park
Declared

	Acres
A2 20-00200-78-010	6.56
A3 20-36500-41-150	0.59
A4 20-00200-78-022	0.66

Not to be Declared

A1 20-00200-75-010	10.13
	<u>17.94</u>

Heritage Village Park
Declared

	Acres
B1 20-36500-25-060	0.11
B2 20-36500-25-061	0.1
B3 20-36500-25-070	0.19
C1 20-03510-60-010	22.01
C2 20-00200-80-011	6.7
C3 20-00200-40-010	26.59
B4 20-36500-32-040	1.16
B5 20-36500-30-122	1.11
B6 20-36500-30-080	0.51
B7 20-36500-31-140	0.64
B8 20-36500-31-120	0.26
B9 20-36500-31-111	0.19
B10 20-36500-31-110	0.19
B11 20-36500-31-100	0.13
B12 20-36500-31-090	0.26
B13 20-36500-31-080	0.26
B14 20-36500-32-140	0.19
B15 20-36500-32-141	0.19
B16 20-36500-32-130	0.13
B17 20-36500-32-131	0.13
B18 20-36500-32-120	0.26
B19 20-36500-32-080	0.26
B29 20-36500-30-060	1.63
B30 20-36500-31-050	1.41
B31 20-36500-31-070	0.51
B32 20-36500-32-070	0.77
B40 20-00200-25-030	0.36
	<u>66.25</u>

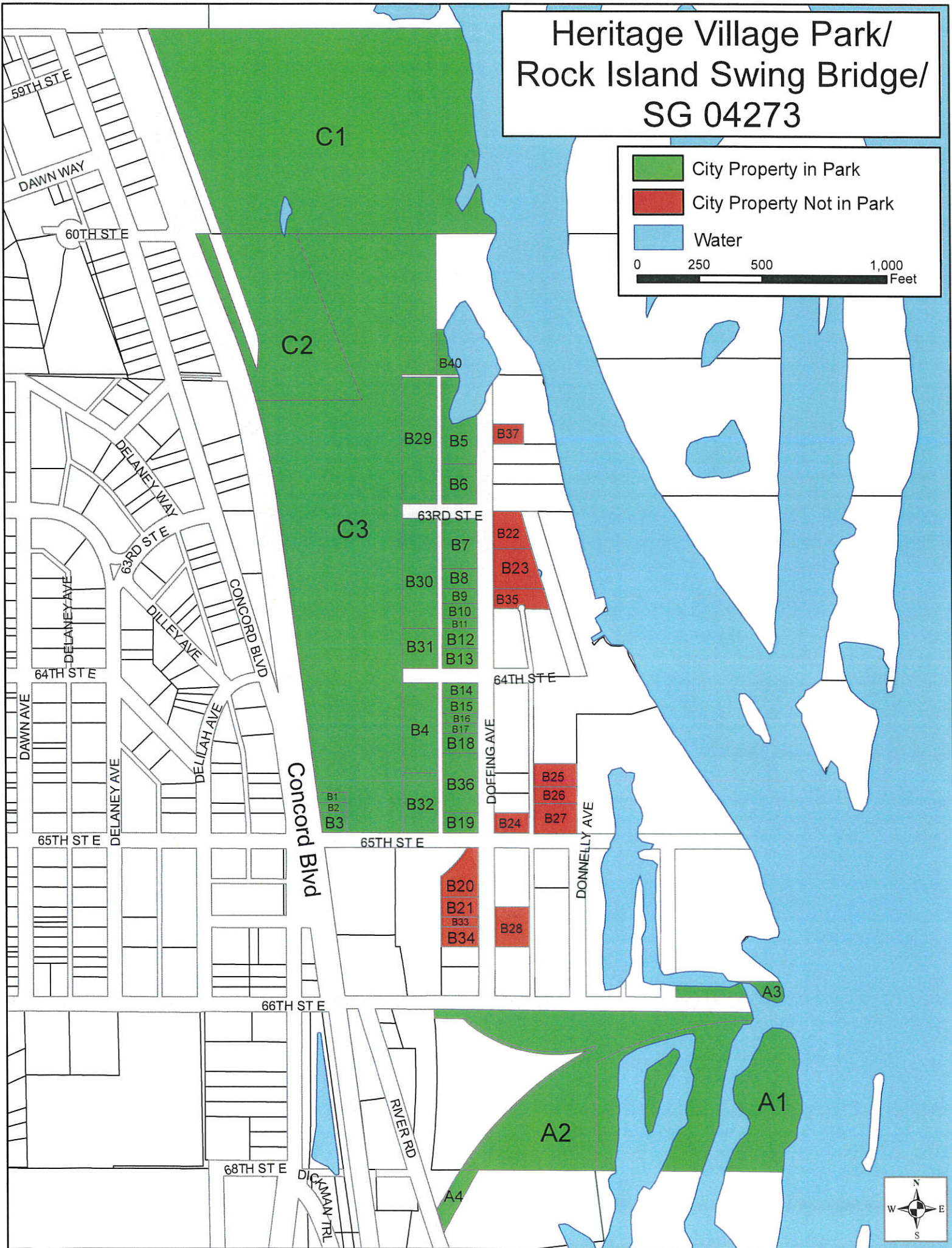
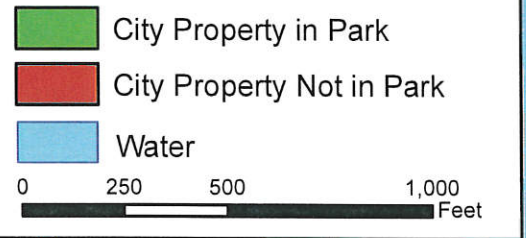
To be Declared

	Acres
B36 20-36500-32-110	0.77

City Property Not in Park
Not to be Declared

	Acres
B20 20-36500-33-140	0.52
B21 20-36500-33-120	0.28
B22 20-36500-36-010	0.46
B23 20-36500-36-030	0.66
B24 20-36500-35-070	0.26
B25 20-36500-35-141	0.37
B26 20-36500-35-121	0.27
B27 20-36500-35-100	0.48
B28 20-36500-34-050	0.51
B33 20-36500-33-110	0.14
B34 20-36500-33-101	0.28
B35 20-36500-36-040	0.39
B37 20-36500-37-031	0.23
	<u>4.85</u>

Heritage Village Park/ Rock Island Swing Bridge/ SG 04273



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Proposal from McKinstry for a City Facilities Operations Plan

Meeting Date: August 12, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Todd Fredrickson

☐	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 an agreement with McKinstry to assist the City in developing a sustainable operations plan for city facilities. The total cost of the project is \$193,800 over a four-year period (\$48,450/year) and is funded by the City Facilities budget.

SUMMARY

The Council is asked to approve a proposal from McKinstry that will assist staff with city facility maintenance and operations planning. The proposal includes assisting city staff with:

- Optimize building performance helping find ways to save energy decreasing expense by 5-10%
- Development of a preventative maintenance and work order program to help the City lengthen the life of our capital investments
- Develop a building/facilities 5-year CIP for all city facilities
- Improving vendor contracts helping reduce our costs to repair and maintain equipment when outside help is needed by 10%

The proposal covers a 4-year time frame and includes:

- City Hall
- VMCC/Grove
- Water Treatment Plant
- Public Works
- Inver Wood Clubhouse and Maintenance Facility
- Rich Valley Maintenance
- (3) Fire Station

The plan is funded by the City Facilities Fund and will average \$48,450 per year.



City of Inver Grove Heights

TRANSITION TO SUSTAINABLE OPERATIONS
July 26, 2019





WHAT IS TRANSITION TO SUSTAINABLE OPERATIONS?

TSO is a systemized approach to improve the approach to facility maintenance and operations. The process defines four phases of the transition (Plan Development, Plan Implementation, Standardization, and Stabilization) where McKinstry's TSO team will work with IGH staff, and facility occupants to systematically transition buildings to sustainable operations.

MCKINSTRY'S TSO IS

- Building Performance Optimization
- Facility Consulting Services
- Human Systems Planning
- Facility Team Training
- Maintenance Planning & Management
- Operations Benchmarking
- Energy Program Management

McKinstry is the right partner, at the right time, for providing a transition to sustainable operations for the City of Inver Grove Heights (IGH). With us, you will gain a partner that demonstrates the right experience, serves up a top-talent team, and tailors an approach to meet your needs.

TRANSFORMATION VISION

After recent conversations with IGH's leadership, McKinstry understands the city's intent to transform the operations to a desired proactive and informed end-state. The McKinstry Team would work with the city's new Facilities Manager to consolidate vendor and staff operations to:

- Improve capital and operating expense planning predictability
- "Catchup" on deferred maintenance
- Optimize staff and vendor performance
- Identify property disposition options
- Develop and implement a preventative maintenance program
- Move from a reactive to proactive operational position
- Integrate facility condition assessment data to work order management system
- Identify asset risks and develop long term project program
- Decrease energy usage

We Understand Your Challenges

The City of Inver Grove Heights has a vision to take their building operations program to a new level. Not only to improve comfort which improves performance of employees, but more importantly to fine tune the facilities management to increase life expectancy of equipment, decrease emergency repairs, decrease utility spend, and identify the plan for success. This vision will only be realized with a dedicated TSO transition partner that has the experience and capability to successfully deploy a technical plan day one. McKinstry shows up with a breadth of expertise in mechanical, electrical, plumbing, fire, data, facilities services, energy services, and critical environment management. We are uniquely qualified to serve as a subject matter expert across the spectrum on all complex system transitions. We will bring our knowledge capital and years of lessons learned and best practices to ensure successful program outcomes.



Transition to Sustainable Operations (TSO)

Facilities included:

- City Hall
- Community Center
 - Veterans Memorial Arena
 - The Grove Aquatic & Fitness Center
- Water Treatment Facility
- Public Works and Cold Storage
- Inverwood Maintenance Building
- Inverwood Club House
- Rich Valley Maintenance Building
- Fire Station 1
- Fire Station 2
- Fire Station 3

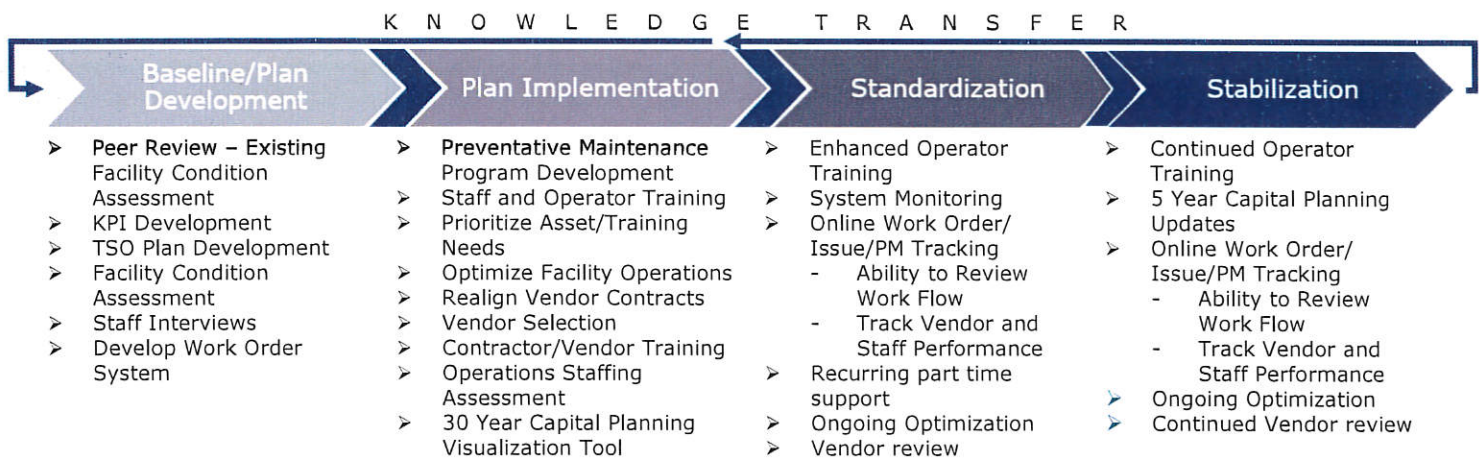
PROCESS AND METHODOLOGY

Through our TSO program, we define measures of success early (Key Performance Indicators KPI's) that directly connect our work plan and deliverables to program goals. Over many years, we have found this process alone transforms a customer relationship into a partnership. Shared goals at the outset focuses the TSO program on the best and right outcomes, and enables us, as a partnership, to measure progress across all phase of the TSO process.

Key points:

- We have skilled and experienced staff ready to deliver TSO services.
- Our approach is scalable and flexible based on project complexity and customer staff needs.
- Central to our methodology is a programmed approach to enhance building operations, transfer knowledge to the building operating team and support the development of your customer's needs.
- Our tools and processes will seamlessly integrate the customers technology platforms.

TRANSITION TO SUSTAINABLE OPERATIONS (TSO) PROCESS



McKinstry's services will be focused on achieving improved and sustained performance outcomes by improving the occupant experience, while ensuring reliable and efficient maintenance practices during the transition to sustainable operations. The following provides an overview of purpose and benefits of each phase followed by the application overview.

The following provides an overview of purpose and benefits of each phase followed by the application of these to the customer's facility work plan.

Transition to Sustainable Operations (TSO)

BASELINE/PLAN DEVELOPMENT – LAUNCH – (SUMMER/FALL, 2019)

During the plan development phase, we will work simultaneously with City of Inver Grove Heights (IGH) staff, to develop TSO standards for the project.

McKinstry's TSO team will then launch our TSO process together with the IGH team. This includes gathering and reviewing as built drawings, existing facility condition assessment, existing operation and maintenance documentation and manuals and existing vendor contracts. Interviewing staff and understanding current workflow and prioritize the operations and training needs. Finally, during the plan development, we will identify key performance indicators with IGH leadership to measure the program success.

THE FACILITY CONDITION ASSESSMENT PROCESS



Learn

We start with what you know. We **interview** all of the stakeholders, **review** your documentation and make a **plan**, together. We identify your facility pain points and look to **align your facility needs** with your core **business needs**.



Audit

Then, we **head onsite**. We review mechanical, electrical, plumbing, interior and exterior facility elements. We can also look at **energy conservation** or **safety** opportunities.



Analyze

Back at the office, we start to **crunch the data**. We build **construction-grade** repair and replacement cost estimates, and **score each asset** based on the criteria we set together.



Report

We use **quantitative** and **qualitative** information about your facility to develop a detailed **report** with information on each asset. We provide you with the tools to **budget for your facilities** based not only on equipment condition but also on how it affects **your business needs**.

MECHANICAL EQUIPMENT INCLUDED:

Heating

Boilers
Furnaces
Heat Exchangers
Pumps
Hot Water Heating
Air Handling Units
Make Up Air Units
Unit Heaters

Ventilation

Exhaust Fans
Air Exchangers
Fume Hoods
Dust Collection
Air Cleaners

Air Conditioning

Cooling Towers
Chillers
Condensing Units
Split Systems

ELECTRICAL EQUIPMENT INCLUDED:

Protection

Switch Gear

Distribution

Distribution Panels
Transformers

Emergency Power

Generators
Automatic Transfer Switches

PLUMBING EQUIPMENT INCLUDED:

-Domestic Hot and Coldwater Supply

Water Heaters
Expansion Tanks
Pumps
Equipment Included in the FCA

INTERIOR COMPONENTS INCLUDED:

Floors
Windows
Walls
Ceilings
Office Furniture
Lockers
Lighting
Security
Fire/Life Safety

EXTERIOR COMPONENTS INCLUDED:

Envelope (includes tuck pointing)
Roofing
Windows
Doors
Site (paving, parking, exterior lighting)



Transition to Sustainable Operations (TSO)

Benefits

- Early engagement with the IGH team ensuring a smooth transition to sustainable operations
- Knowledge gathering process to capture all facility challenges, open issues and history of facilities.
- Connecting TSO's process to the customer's standards and process.
- Identifying facility's performance outcome goals through the establishment of the TSO programs Key Performance Indicators (KPIs)

Key Performance Indicators

The KPI's will be developed during the Plan Development phase of the program and will be reviewed regularly to ensure the programs goals are driving the Transition to Sustainable Operations. Below is an example of potential KPI's and how the KPI's would be measured for Inver Grove Heights based on initial information received. Once the baseline is established the KPI's will be finalized with target goals and specific dates the KPI reports will be delivered.

- KPI #1 *Outcome:* Council will receive 5-year CIP prioritized by criteria important to the City of IGH.
Measurement: Report will be delivered at the completion of the Facility Condition Assessment by DATE.
- KPI #2 *Outcome:* Annual vendor contract costs will decrease by 10% in year 2020.
Measurement: Report will be delivered showing summary of current vendor contract costs and services provided with new vendor costs and services provided by DATE.
- KPI #3 *Outcome:* Utility usage will decrease by 5-10% of current baseline.
Measurement: Baseline annual KWh and Therms will be compared to annual KWh and Therms in the first 12 months following completion of plan implementation phase, usage will be obtained through utility bills. Report will be provided by DATE.
- KPI #4 *Outcome:* Work order requests will decrease by 10%-20% each year.
Measurement: Once the work order program is implemented, requests will be tracked and compared to requests during years 2 and 3. Report will be provided following year 2 and year 3.
- KPI #5: *Outcome:* Issues identified in preventative maintenance program during monthly visits will decrease by 75% from year 1 to year 4.
Measurement: At the completion of the Plan Implementation Phase, the monthly visits will begin and the issues identified during the monthly visits will be documented through the Building Information Modeling 360 (BIM 360) project management tool. Report comparing monthly issues identified will be provided at the completion of the TSO Program.

PLAN IMPLEMENTATION PHASE (BEGINS FALL/WINTER, 2019)

The plan implementation phase provides a focused plan to prepare for implementation of the new Sustainable Operations Plan. This is also the time for the TSO team to transfer knowledge gained through the plan development phase so the IGH team is prepared to capably and comfortably operate the building under the new procedures.

We will review the data gathered through the in-depth analysis. With this information the TSO team will be able to prioritize the asset and training needs.



Our team will work closely with the facilities team to identify and write guidelines for system's vendor contracts and the associated scope of work. Simultaneously our engineering team will work with the IGH team and controls contractor to understand and optimize the existing equipment and operations.

We will identify the elements of scope, specific to the project, during this phase we will develop the preventative maintenance program. Our TSO team will confirm the building's operators and sub system's vendors are comfortable implementing the daily, weekly, monthly and annual PM's.

Additional to this, we will work with the facilities team to interface data when the city begins to implement a new work order management system.

Transition to Sustainable Operations (TSO)

Operator and occupant training will be delivered during this phase to ensure all knowledge and insight is transferred to potential users. For future use, all transitional information and documentation will be moved to the cities selected work order management system.

Benefits

- Knowledge transition to the facilities team through developing a facility preventative maintenance program.
- Complete staff training and turnover of training material and database to the IGH operational team.
- Assistance in a full transition of building information data to interface with city's new work order management system.
- Assist in solicitation and selection of vendors.

STANDARDIZATION PHASE (BEGINS FALL, 2020)

The Standardization phase is the third phase of our TSO process. The primary goal of this phase is to ensure there is no downtime in the building's operation and to reduce the emergency repairs. McKinstry will deploy transitional resources to support the facilities team with operation of the facility. We will utilize the knowledge gained in the two initial phases of our TSO process, along with our existing system operations expertise to ensure successful knowledge transition from the TSO team over to the facilities team. These resources will not only provide support to the operations team but utilize this time to enhance the operator training by providing both formal and informal hands on training as needs are identified. Our team will continue to train the operational team, identifying any gaps in skill sets, or system knowledge.

Benefits

- Ongoing knowledge transition and training plan for operational staff.
- Ongoing review of facility preventative maintenance program, BAS settings and work order management.
- Reducing facilities downtime by ensuring the facility user, operator and performance manuals are deployed and the occupants and operators are trained on the processes.
- Allows existing staff to train with and have continued access to key resources who thoroughly understand the facility's complex equipment and systems.

STABILIZATION PHASE (BEGINS FALL, 2021 – 2022)

Once the Plan Implementation and Standardization phases have completed, the Stabilization phase begins with a focus on sustained facility performance.

McKinstry's TSO team is still available to assist and provide field technical with new staff training, troubleshooting support, but the objective at this stage is to transition as much of this day to day management back over to the facility staff as possible. Monitored performance of BAS setpoints, preventive maintenance and work order management systems are the primary tools utilized during this phase.

Lastly, the TSO team will update best practices and compile lessons learned for future use on deployment of the facilities. We will also hold monthly meetings with the facilities team to review performance and provide quarterly reports on the building's performance against established Key Performance Indicators.

Benefits

- Ensure persistence in operational and energy performance.
- Qualify and quantify progress against established KPI's and identify areas for improvement.
- Capture new ideas or strategies to optimize facility's operational and energy performance.
- Create a McKinstry/ IGH /Occupant TSO steering committee that evaluates ongoing performance, lessons learned, new ideas, and creates an ongoing critical partnership between IGH, Occupants and McKinstry.



Transition to Sustainable Operations (TSO)

Building Information Modeling (BIM) 360

The Implementation, Standardization and Stabilization phases will be documented within BIM 360 Project Management Field Platform. Utilizing BIM 360 will allow for a collaborative working environment to track and resolve issues identified during facility visits. It also aids in documenting the process to provide a history reference of the system issues to support the operations team with investigating any future issues or questions related to this topic. BIM 360 also provides clear and concise communication among the team members, action item assignment and completed resolution will all be documented through BIM 360. This will assist in identifying the facilities and focus areas for future facility visits and training. BIM 360 will be implemented through the following process.

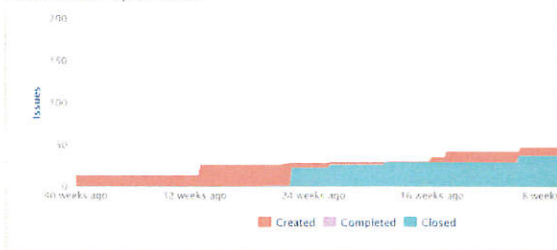
1. The McKinstry TSO team will work with IGH leadership to identify the team members to receive visit reports and who will assign action items.
2. During the Plan Implementation phase the team will identify a list of action items, who will perform them, and the estimated time needed to complete. The team members will receive notification when issue items are resolved.
3. The McKinstry TSO team will follow up with issues during future facility visits to confirm resolution.
4. BIM 360 will ensure the entire Transition to Sustainable Operations program investigation process and resolution history is captured to aid with ongoing operations and ability to track success.

Project Overview

Issue summary



Issue Tracker - Open v. Closed



Status	Issue Description	Assigned
Complete	Eliminated 21 hours of weekly equipment run time	Kurt
Open	50 "alarms returned to normal" over 50 minute span. Research alarms and why they are happening. Fix	Steve
Complete	Eliminated 26 hours of weekly equipment run time	Kurt
Open	Convert remaining pneumatic devices to electronic control	Steve
Complete	Eliminated 168 hours of weekly equipment run time	Kurt
Complete	Eliminated over 556 hours of weekly equipment run time	Kurt
Complete	Eliminated 30 hours of weekly equipment run time	Kurt
Complete	Eliminated over 1,627 hours of weekly equipment run time	Kurt
Open	Building electric meter (on ALC) isn't showing any building usage	Steve
Open	Faucet over slop sink in Tim's office is leaky	Tim
Complete	RTU1 runs 5am-9pm. Can this be shortened	Steve
Complete	Eliminated over 251 hours of weekly equipment run time	Kurt
Open	Gym lights stay on long hours.	Steve
Complete	Leaky pneumatic line.	Jed
Open	Convert remaining pneumatic devices to electronic control	Steve
Open	Relief hood was 40% open yet space was still quite positive. Doors to caf were held open. Is hood working	Steve
Open	Doors don't latch / close tightly.	Steve
Open	Return air plenum was positive	Steve
Open	Duplicate points need to be eliminated	Steve
Complete	Eliminated over 652 hours of weekly equipment run time	Kurt
Open	Optimal 55 on AHU204 isn't working	Steve
Complete	Eliminated over 225 hours of weekly equipment run time	Kurt
Open	Community Ed does not coordinate with district for after hours activities	Steve
Open	Multiple T12 fixtures. Upgrade to LED	Steve
Open	Incandescent auditorium lighting. Consider screw in LED or new fixtures to reduce energy and mtc costs	Steve
Complete	Eliminated over 1,253 hours of weekly equipment run time	Kurt
Open	Mixing boxes for 3 AHUs have full air flow during unoccupied times	Steve
Open	AHU219 Freeze stat improperly installed	Steve
Open	AHU219 Freeze stat set to 20F	Steve

Transition to Sustainable Operations (TSO)

Cost Proposal

Below is the cost proposal for the McKinstry Transition to Sustainable Operations program for the City of Inver Grove Heights:

Total Cost of Proposal - \$193,800.00

Cost of Program Launch: \$97,500

Cost of Ongoing Support: \$96,300

Annual Due: \$48,450.00

2019 Five Monthly Installments - \$9,690.00

2020 Twelve Monthly Installments - \$ 4,037.50

2021 Twelve Monthly Installments - \$ 4,037.50

2022 Twelve Monthly Installments - \$ 4,037.50

If the City of Inver Grove Heights is not satisfied with the services McKinstry is providing they will have a right to terminate the contract after program launch with 90 days' written notice for any reason or for no reason. Program costs will be prorated monthly up to the date of termination (90 days past notification).



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #1 & #2 – North Valley Pickleball Court – City Project 2019-11

Meeting Date: August 12, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Shannon Battles

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Pay Request #1 and Pay Request #2 to T.A. Schifsky & Sons Inc. in an amount of \$174,325 (Pay #1) and \$67,108.95 (Pay #2) for a total of \$241,433.95. The project is funded from the Park Capital Replacement Fund (Fund 444) and the Pavement Management Fund.

SUMMARY

The City awarded a contract to T.A. Schifsky & Sons Inc. on April 8, 2019 in the amount of \$273,157 to construct 6 pickleball courts at North Valley Park.

The contract with T.A. Schifsky & Sons Inc. is as follows:

T.A. Schifsky Inc.	\$273,157.00
Total	\$273,157.00

The overall project costs are as follows:

Fred Kolkman Tennis and Sport Surfaces LLC	\$9,000.00	Plans and Specifications
Fred Kolkman Tennis and Sport Surfaces LLC	\$19,500.00	Construction Observation & Administration
T.A. Schifsky Inc.	\$273,157.00	Construction
Total	\$301,657.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

City of Inver Grove Heights
8168 Barbara Avenue
Inver Grove Heights, MN 55077
FROM CONTRACTOR:
T.A. Schlisky & Sons, Inc
2370 East Hwy 36
North St. Paul, MN 55109

PROJECT:

2019 North Valley Parking & Pickleball Construction
2800 70th Street East
Inver Grove Heights, MN 55076
OWNERS REPRESENTATIVE:
Fred Kolkmann
Fred Kolkmann Tennis & Sport Surfaces, LLC
1921 Mayfair Road
Grafton, WI 53024

APPLICATION #:

1
PERIOD TO: 2019-11
PROJECT NOS:

Distribution to:

X	Owner
X	Const. Mgr
	Architect
	Contractor

CONTRACT DATE: 04/08/19

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 273,157.00
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 273,157.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 183,500.00

5. RETAINAGE:

a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 9,175.00
b. of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 9,175.00

6. TOTAL EARNED LESS RETAINAGE	\$ 174,325.00
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$
8. CURRENT PAYMENT DUE	\$ 174,325.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$ 98,832.00
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

CONTRACTOR:

By: [Signature] Date: 5/23/19

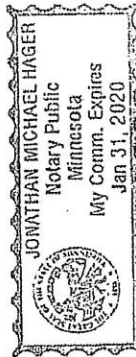
State of: MINNESOTA

County of: RAMSEY

Subscribed and sworn to before me this 23 day of MAY

Notary Public:

My Commission expires: 1/31/20



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 174,325.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 5/24/19

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

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 05/24/19

2019 Noth Valley Parking & Pickleball Construction

PERIOD TO:

2800 70th Street East

2019-11

Inver Grove Heights, MN 55076

ARCHITECT'S PROJECT NO:

A		B		C		D		E		F	G	H	I
Item No.	Description of Work	Scheduled Value	From Previous Application (D + E)	Work Completed This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage				
1	Base Bid	247,915.00		180,000.00		180,000.00	73%	67,915.00	9,000.00				
2	Alternate Bid # 1 - Install Black Vinyl Fence	6,226.00		3,500.00		3,500.00	56%	2,726.00	175.00				
3	Alternate Bid # 2 - USA Shade Structure	19,016.00						19,016.00					
4													
5													
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SUBTOTALS PAGE 2		273,157.00		183,500.00		183,500.00	67%	89,657.00	9,175.00				

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:

City of Inver Grove Heights
8168 Barbara Avenue
Inver Grove Heights, MN 55077
FROM CONTRACTOR:
T.A. Schifsky & Sons, Inc
2370 East Hwy 36
North St. Paul, MN 55109

PROJECT:

2019 North Valley Parking & Pickleball Construction
2800 70th Street East
Inver Grove Heights, MN 55076
OWNERS REPRESENTATIVE:
Fred Kolkmann
Fred Kolkmann Tennis & Sport Surfaces, LLC
1921 Mayfair Road
Grafton, WI 53024

APPLICATION #:

2
PERIOD TO:
PROJECT NOS: 2019-11

Distribution to:

☒	Owner
☒	Const. Mgr
☐	Architect
☐	Contractor

CONTRACT DATE: 04/08/19

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM-----	\$ 273,157.00
2. Net change by Change Orders-----	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 273,157.00
4. TOTAL COMPLETED & STORED TO DATE--\$ (Column G on Continuation Sheet)	\$ 254,141.00

5. RETAINAGE:

a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 12,707.05
b. of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$ 12,707.05

6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$ 241,433.95
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----	\$ 174,325.00
8. CURRENT PAYMENT DUE-----	\$ 67,108.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$ 31,723.05
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AMOUNT CERTIFIED

67,108.95
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

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

CONTRACTOR:

By: Ron Hawn Date: 7/24/19

State of: MINNESOTA

County of: RAMSEY

Subscribed and sworn to before me this 24 day of July 2019

Notary Public:

My Commission expires: 1/31/20

CERTIFICATE FOR PAYMENT

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



ARCHITECT:

Fred Kolkmann

By:

Date:

7/24/19

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

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 2

APPLICATION DATE: 07/24/19

PROJECT:

2019 North Valley Parking & Pickleball Construction

2800 70th Street East

Inver Grove Heights, MN 55076

PERIOD TO:

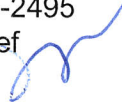
ARCHITECT'S PROJECT NO: 2019-11

Inver Grove Heights, MN 55076												
A		B	C	D		E		F	G	H	I	
Item No.		Description of Work	Scheduled Value	Work Completed		This Period		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
1		Base Bid	247,915.00	180,000.00		67,915.00			247,915.00	100%		12,395.75
2		Alternate Bid # 1 - Install Black Vinyl Fence	6,226.00	3,500.00		2,726.00			6,226.00	100%	19,016.00	31130
3		Alternate Bid # 2 - USA Shade Structure	19,016.00									
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SUBTOTALS PAGE 2			273,157.00	183,500.00	70,641.00				254,141.00	93%	19,016.00	12,707.05

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Request approval of the authorized Change Order #2 for \$11,998.00 and Change Order #3 for \$13,451.00 for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

Change order #2 for \$11,998.00 was needed to fulfill radon requirements and make miscellaneous electrical, training tower, and elevator changes. Change Order #3 for \$13,451.00 was needed to make hardware changes for safety and security devices on all exterior doors. Total of all change orders to date is \$28,007.00.

At the October 22, 2018 Council meeting, City Council approved a Resolution allowing the Fire Chief to authorize change orders up to \$15,000. The Fire Chief has authorized the work in these change orders. Funding will come out of Contingency Funds for Project 2014-10 Fire Station #2 New Construction.

Staff recommends approval of the authorized Change Order #2 for \$11,998 and Change Order #3 for \$13,451.00 for a revised contract amount of \$8,693,007.



Date: 05/01/19
Project: Inver Grove Heights Fire Station No. 2

Comm. No.: 600801
Subject: Change Order No. 002 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne, Amanda Bass; Jorgenson Construction

Proposal Request #	Description	Cost
PR-007	Secondary Disconnect Switch	\$279.00
PR-008	Radon Requirements	\$2,500.00
PR-009R	Elevator Electrical Revision (Rev1)	\$252.00
PR-012	Stainless Steel Sink	\$2,666.00
PR-013	Misc Electrical Revisions	\$2,738.00
GCPR-002	Lintel at 2 nd Floor "J" Grid Line	\$3,563.00
	Change Order No. 002 Total	\$11,998.00

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Inver Grove Heights Fire Station No. 2 Inver Grove Heights, MN	CHANGE ORDER NUMBER: 002 DATE: 04/30/2019	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Jorgenson Construction, Inc. 9255 East River Road NW Coon Rapids, MN 55433	ARCHITECT'S PROJECT NUMBER: 600801 CONTRACT DATE: 09/12/2018 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See attached.

The original Contract Sum was	\$ 8,665,000.00
The net change by previously authorized Change Orders	\$ 2558.00
The Contract Sum prior to this Change Order was	\$ 8,667,558.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,998.00
The new Contract Sum including this Change Order will be	\$ 8,679,556.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 08/09/2019.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wendel SGN Architecture, Inc.
(Wendel)

ARCHITECT (Firm name)

401 2nd Avenue N, #206
Minneapolis, MN 55401

ADDRESS

BY (Signature)

Nickola Benjamin
(Typed name)

5.21.19
DATE

Jorgenson Construction, Inc.

CONTRACTOR (Firm name)

9255 East River Road NW
Coon Rapids, MN 55433

ADDRESS

BY (Signature)

Dwayne Kanne
(Typed name)

5/22/19
DATE

City of Inver Grove Heights

OWNER (Firm name)

8150 Barbara Avenue East,
Inver Grove Heights, MN 55077

ADDRESS

BY (Signature)

Judy M. Thill
(Typed name)

6/10/19
DATE



Date: 06/04/2019
Project: Inver Grove Heights Fire Station No. 2
Comm. No.: 600801
Subject: Change Order No. 003 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne; Jorgenson Construction

Proposal Request #	Description	Cost
PR-005R3	Hardware Group Revisions – Revision #3	\$13,451.00
	Change Order No. 003 Total	\$13,451.00

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 003	OWNER: ☒
Inver Grove Heights Fire Station No. 2	DATE: 06/07/2019	ARCHITECT: ☒
Inver Grove Heights, MN		CONTRACTOR: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 600801	FIELD: ☐
Jorgenson Construction, Inc.	CONTRACT DATE: 09/12/2018	OTHER: ☐
9255 East River Road NW	CONTRACT FOR: General Construction	
Coon Rapids, MN 55433		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See attached.

The original Contract Sum was	\$ 8,665,000.00
The net change by previously authorized Change Orders	\$ 14,556.00
The Contract Sum prior to this Change Order was	\$ 8,679,556.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,451.00
The new Contract Sum including this Change Order will be	\$ 8,693,007.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 08/09/2019.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wendel SGN Architecture, Inc.
(Wendel)

ARCHITECT (Firm name)

401 2nd Avenue N, #206
Minneapolis, MN 55401

ADDRESS

BY (Signature)

abby hammes

(Typed name)

DATE

Jorgenson Construction, Inc.

CONTRACTOR (Firm name)

9255 East River Road NW
Coon Rapids, MN 55433

ADDRESS

BY (Signature)

Debra K. Kowalek

(Typed name)

DATE

City of Inver Grove Heights

OWNER (Firm name)

8150 Barbara Avenue East,
Inver Grove Heights, MN 55077

ADDRESS

BY (Signature)

Sherry Smith Thill

(Typed name)

DATE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Sale of General Obligation Capital Improvement Plan Bonds

PURPOSE/ACTION REQUESTED Request approval of the Pay Application #8 for \$661,960.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

At the September 10, 2018 Council meeting, Council accepted bids and awarded the contract to Jorgenson Construction in the amount of \$8,665,000.00 for the construction of the new Fire Station #2. Construction began in October 2018. Jorgenson Construction submitted Pay Application #8 in the amount of \$661,960.00 for work completed through June 30, 2019.

Project 2014-10 Fire Station #2 New Construction is being funded through the sale of General Obligation Capital Improvement Plan Bonds. After payment of this pay application, the amount remaining on the contract, which includes retainage for completed work and stored materials, is \$4,033,922.00

Staff recommends payment of Pay Application #8 for the amount of \$661,960.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachment: Pay Voucher #8

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

ESTIMATE NO: 8 (Eight)
DATE: August 12, 2019
PERIOD ENDING: June 30, 2019
PROJECT NO: 2014-10 Fire Station #2 New Construction

TO: Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433-5722

Original Contract Amount	\$8,665,000.00
Total Addition (Change Orders No. 1, 2, 3).....	\$28,007.00
Total Contract Amount.....	\$8,693,007.00
Total Value of Work to Date.....	\$4,904,300.00
Less Retained (5%).....	\$245,215.00
Less Previous Payment.....	\$3,997,125.00
Total Approved for Payment this Voucher.....	\$661,960.00
Total Payments including this Voucher	\$4,659,085.00

Approvals:

Pursuant to our field observation, I hereby recommend payment for the above stated amount of work performed through June 30, 2019.

Signed by:	_____	_____
	Judy Smith Thill, Fire Chief	Date

Signed by:	_____	_____
	Jorgenson Construction	Date

Signed by:	_____	_____
	George Tourville, Mayor	Date

AIA Type Document
Application and Certification for Payment

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

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 8
PERIOD TO: 6/30/2019

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR: Inver Grove Heights Fire Station No. 2

CONTRACT DATE: 9/12/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Type Document is attached.

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

CONTRACTOR: Jorgenson Construction Inc.
9255 East River Road NW Minneapolis, MN 55433

By: Stanley M Jorgenson Date: 07/03/19
Stanley Jorgenson / President

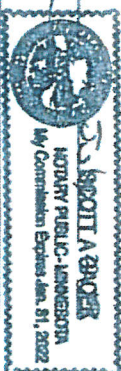
State of: MN

County of: Anoka

Subscribed and sworn to before me this 3rd

Notary Public: Shelley A. Hest

My Commission Expires 1/31/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 161,910.00

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

By: [Signature] Date: 7/8/19

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,598.00	0.00
Total approved this Month	25,449.00	0.00
TOTALS	28,007.00	0.00
NET CHANGES by Change Order	28,007.00	

1. ORIGINAL CONTRACT SUM \$ 8,665,000.00

2. Net Change by Change Orders \$ 28,007.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 8,693,007.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 4,904,300.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 242,499.85

b. 5.00 % of Stored Material \$ 2,715.15

Total retainage (Line 5a + 5b) \$ 245,215.00

6. TOTAL EARNED LESS RETAINAGE \$ 4,659,085.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,997,125.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 661,960.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 4,033,922.00
(Line 3 less Line 6)



INVOICE NO. 1422

BILL TO:

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

VIA:

WENDEL SGN ARCHITECTURE, INC.
ATTN: ABBY HAMMES/ROBERT KRZYNOWSKI
401 2ND AVENUE SOUTH, SUITE 206
MINNEAPOLIS, MN 55401

INVOICE DATE	INVOICE NO.	PAYMENT TERMS	PO NUMBER
07/03/19	1422	NET 30 DAYS	

INVER GROVE HEIGHTS FIRE STATION #2

JCI JOB NUMBER: 6582

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR
PAYMENT NUMBER EIGHT

\$661,960.00

AMOUNT NOW DUE: \$661,960.00

AIA Type Document
Application and Certification for Payment

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

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 8
PERIOD TO: 6/30/2019

DISTRIBUTION
TO: ☐ OWNER
 ☐ ARCHITECT
 ☐ CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECTS
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
2	Bonds	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	5,500.00
3	Surveying	9,500.00	5,290.00	1,500.00	0.00	6,790.00	71.47	2,710.00	339.50
4	Supervision	120,000.00	83,000.00	13,000.00	0.00	96,000.00	80.00	24,000.00	4,800.00
5	Project Closeout Documents	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
6	Dumpsters	12,000.00	7,000.00	1,000.00	0.00	8,000.00	66.67	4,000.00	400.00
7	Construction Cleanup	6,500.00	4,000.00	700.00	0.00	4,700.00	72.31	1,800.00	235.00
8	Final Cleaning	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00
9	Safety-Exterior	2,800.00	2,400.00	200.00	0.00	2,600.00	92.86	200.00	130.00
10	Safety-Interior	2,200.00	900.00	600.00	0.00	1,500.00	68.18	700.00	75.00
11	Temp Water	2,100.00	1,875.00	150.00	0.00	2,025.00	96.43	75.00	101.25
12	Temp Electric	5,000.00	3,280.00	300.00	0.00	3,580.00	71.60	1,420.00	179.00
13	Temp. Natural Gas	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00	0.00	700.00
14	Construction Toilet	3,500.00	2,600.00	200.00	0.00	2,800.00	80.00	700.00	140.00
15	Job Trailer (Moving/Pickup)	1,000.00	500.00	0.00	0.00	500.00	50.00	500.00	25.00
16	Storage Container	1,200.00	900.00	100.00	0.00	1,000.00	83.33	200.00	50.00
17	Phone	1,500.00	1,100.00	100.00	0.00	1,200.00	80.00	300.00	60.00
18	Truck/Fuel	4,000.00	2,350.00	300.00	0.00	2,650.00	66.25	1,350.00	132.50
19	Equipment/Diesel	5,500.00	3,350.00	600.00	0.00	3,950.00	71.82	1,550.00	197.50
20	Entrance Gates/Fence	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
21	Temp Site Signage	850.00	850.00	0.00	0.00	850.00	100.00	0.00	42.50

AIA Type Document
Application and Certification for Payment

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

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 8
PERIOD TO: 6/30/2019

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Temp. Enclosures	11,500.00	11,300.00	0.00	0.00	11,300.00	98.26	200.00	565.00
23	Tools/Fasteners	2,300.00	1,920.00	100.00	0.00	2,020.00	87.83	280.00	101.00
24	Propane/Heaters	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	200.00
25	Building Natural Gas	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00	0.00	875.00
26	Street Cleaning/Snow Removal	3,750.00	3,650.00	0.00	0.00	3,650.00	97.33	100.00	182.50
27	Earthwork/Site Clearing/Erosion Control	426,414.00	343,591.00	55,000.00	0.00	398,591.00	93.48	27,823.00	19,929.55
28	Site Utilities	149,182.00	145,087.00	0.00	0.00	145,087.00	97.26	4,095.00	7,254.35
29	Asphalt Paving	101,360.00	0.00	0.00	0.00	0.00	0.00	101,360.00	0.00
30	Unit Paving	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00
31	Chain Link Fences & Gates	7,026.00	0.00	0.00	0.00	0.00	0.00	7,026.00	0.00
32	Retaining Wall	38,880.00	0.00	0.00	0.00	0.00	0.00	38,880.00	0.00
33	Landscaping-Plants/Grass	57,194.00	0.00	0.00	0.00	0.00	0.00	57,194.00	0.00
34	Landscaping-Irrigation	14,522.00	0.00	0.00	0.00	0.00	0.00	14,522.00	0.00
35	Site Concrete-Walks/Paving/Trench Drains	217,000.00	0.00	0.00	0.00	0.00	0.00	217,000.00	0.00
36	Site Concrete-Curb & Gutter	40,550.00	0.00	0.00	0.00	0.00	0.00	40,550.00	0.00
37	Concrete	544,200.00	382,940.00	14,200.00	0.00	397,140.00	72.98	147,060.00	19,857.00
38	Concrete-Winter Conditions	58,900.00	58,900.00	0.00	0.00	58,900.00	100.00	0.00	2,945.00
39	Precast Concrete Plank-Shop Drawings/Eng.	6,644.00	6,644.00	0.00	0.00	6,644.00	100.00	0.00	332.20
40	Precast Concrete Plank	159,471.00	159,471.00	0.00	0.00	159,471.00	100.00	0.00	7,973.55
41	Masonry/Brick	775,103.00	551,503.00	75,800.00	0.00	627,303.00	80.93	147,800.00	31,365.15

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

DISTRIBUTION
TO:
OWNER
ARCHITECT
CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

AIA Type Document
Application and Certification for Payment

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

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 8
PERIOD TO: 6/30/2019

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
82	Metal Casework	19,460.00	0.00	0.00	0.00	0.00	0.00	19,460.00	0.00
83	P Lam Casework/Solid Surface & Quartz Tops	88,967.00	0.00	0.00	0.00	0.00	0.00	88,967.00	0.00
84	Elevator-Engineering	27,300.00	27,300.00	0.00	0.00	27,300.00	100.00	0.00	1,365.00
85	Elevator	50,700.00	0.00	0.00	0.00	0.00	0.00	50,700.00	0.00
86	Fire Sprinkling	57,962.00	51,475.00	0.00	0.00	51,475.00	88.81	6,487.00	2,573.75
MECHANICAL - HVAC									
87	Mobilization	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
88	Piping Specialties	12,000.00	2,026.00	5,701.00	0.00	7,727.00	64.39	4,273.00	386.35
89	Valves	6,000.00	1,352.00	2,014.00	0.00	3,366.00	56.10	2,634.00	168.30
90	Hangers & Supports	12,000.00	10,401.00	811.00	0.00	11,212.00	93.43	788.00	560.60
91	TAB	11,000.00	0.00	0.00	0.00	0.00	0.00	11,000.00	0.00
92	Insulation	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00
93	Controls	120,000.00	29,100.00	23,039.00	0.00	52,139.00	43.45	67,861.00	2,606.95
94	Hydronic Piping	145,000.00	3,860.00	53,640.00	0.00	57,500.00	39.66	87,500.00	2,875.00
95	Pumps	25,000.00	850.00	17,802.00	0.00	18,652.00	74.61	6,348.00	932.60
96	Water Treatment	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
97	Ducts	149,500.00	86,932.00	25,000.00	0.00	111,932.00	74.87	37,568.00	5,596.60
98	Air Duct Accessories	7,000.00	1,128.00	3,178.00	0.00	4,306.00	61.51	2,694.00	215.30
99	Fans	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
100	Air Terminal Units	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
101	GRD's	5,000.00	722.00	0.00	0.00	722.00	14.44	4,278.00	36.10

AIA Type Document
Application and Certification for Payment

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

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 8
PERIOD TO: 6/30/2019

DISTRIBUTION TO:
OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S PROJECT NO: 600601

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
102	Chimney/Stacks	10,000.00	1,393.00	3,103.00	0.00	4,496.00	44.96	5,504.00	224.80
103	Boilers	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
104	Unit Heaters	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00
105	AHU	115,000.00	0.00	0.00	0.00	0.00	0.00	115,000.00	0.00
106	Heat/Cool Terminal Units	5,000.00	591.00	1,091.00	0.00	1,682.00	33.64	3,318.00	84.10
107	Radiation Hydronic Work	85,000.00	35,627.00	0.00	36,303.00	71,930.00	84.62	13,070.00	3,596.50
MECHANICAL - PLUMBING									
108	Specialties	101,500.00	54,500.00	0.00	0.00	54,500.00	53.69	47,000.00	2,725.00
109	Insulation	60,000.00	0.00	22,000.00	0.00	22,000.00	36.67	38,000.00	1,100.00
110	Facility Fuel Piping	21,000.00	0.00	2,500.00	0.00	2,500.00	11.90	18,500.00	125.00
111	Water Distribution	73,000.00	4,000.00	31,000.00	0.00	35,000.00	47.95	38,000.00	1,750.00
112	Sanitary Sewage	72,000.00	37,000.00	17,500.00	0.00	54,500.00	75.69	17,500.00	2,725.00
113	Storm Drainage	57,000.00	42,000.00	7,000.00	0.00	49,000.00	85.96	8,000.00	2,450.00
114	Compressed Air	16,500.00	0.00	0.00	0.00	0.00	0.00	16,500.00	0.00
115	Equipment	48,000.00	0.00	0.00	0.00	0.00	0.00	48,000.00	0.00
116	Fixtures	81,000.00	0.00	0.00	0.00	0.00	0.00	81,000.00	0.00
ELECTRICAL									
117	Dakota Electric Service	44,775.00	44,775.00	0.00	0.00	44,775.00	100.00	0.00	2,238.75
118	Temp. Electric	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00	0.00	325.00
119	General RI (M)	116,100.00	31,400.00	12,730.00	0.00	44,130.00	38.01	71,970.00	2,206.50
120	General RI (L)	90,343.00	48,965.00	35,000.00	0.00	83,965.00	92.94	6,378.00	4,196.25

AIA Type Document
Application and Certification for Payment

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

PROJECT: INVER GROVE HGTS FIRE STN #2
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ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
121	Light Fixtures (M)	108,500.00	95,900.00	0.00	0.00	95,900.00	88.39	12,600.00	4,795.00
122	Light Fixtures (L)	60,736.00	0.00	0.00	0.00	0.00	0.00	60,736.00	0.00
123	Switch Gears (M)	28,900.00	28,900.00	0.00	0.00	28,900.00	100.00	0.00	1,445.00
124	Switch Gears (L)	37,960.00	18,980.00	0.00	0.00	18,980.00	50.00	18,980.00	949.00
125	Generator (M)	141,270.00	0.00	0.00	0.00	0.00	0.00	141,270.00	0.00
126	Generator (L)	7,592.00	0.00	0.00	0.00	0.00	0.00	7,592.00	0.00
127	Div. 27-Communications (M)	19,500.00	0.00	0.00	9,000.00	9,000.00	46.15	10,500.00	450.00
128	Div. 27-Communications (L)	45,000.00	0.00	1,000.00	0.00	1,000.00	2.22	44,000.00	50.00
129	Div. 28-Fire Alarms (M)	10,000.00	0.00	0.00	9,000.00	9,000.00	90.00	1,000.00	450.00
130	Div. 28-Fire Alarms (L)	10,000.00	0.00	1,000.00	0.00	1,000.00	10.00	9,000.00	50.00
131	PROFIT & OVERHEAD	447,419.00	218,050.00	34,927.00	0.00	252,977.00	56.54	194,442.00	12,648.85
132	Change Order #001	2,558.00	2,558.00	0.00	0.00	2,558.00	100.00	0.00	127.90
133	Change Order #002	11,998.00	0.00	11,998.00	0.00	11,998.00	100.00	0.00	599.90
134	Change Order #003	13,451.00	0.00	4,000.00	0.00	4,000.00	29.74	9,451.00	200.00
REPORT TOTALS		\$8,693,007.00	\$4,207,500.00	\$642,497.00	\$54,303.00	\$4,904,300.00	56.42	\$3,788,707.00	\$245,215.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2019-2020 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 1065, COUNCIL 5, AFL-CIO

Meeting Date: August 12, 2019
Item Type: Consent
Contact: Janet Shefchik
Prepared by: Janet Shefchik
Reviewed by: Joe Lynch

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 proposed 2019-2020 labor agreement between the City of Inver Grove Heights and the American Federation of State, County and Municipal Employees (AFSCME) Local 1065, Council No. 5, effective January 1, 2019 through December 31, 2020.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with AFSCME, Local 1065, which represents a large group of City clerical, technical and professional employees. When reviewing conditions of employment and economic feasibility, the City compares wages and benefits to those of similar communities as well as examines potential effects on internal equity. This information together with that provided by AFSCME, Local 1065, was given due consideration during the negotiation process. The full process ultimately necessitated numerous rounds of negotiations, as many items were proposed and considered by both parties. Through negotiations, the City and AFSCME, Local 1065, were able to reach a tentative agreement on the terms and conditions of a proposed contract.

The terms of the agreement include a two-year contract from 1/1/19 to 12/31/20 and wage scale increases of 2.75% in 2019 (retroactive to 1/1/19) and 3% in 2020. This reflects the same increase amounts previously adopted for non-union staff and other City bargaining units. Highlights of other agreed to changes and additions to the contract are noted under the corresponding Article numbers:

- 2.3 [Recognition] In addition to the normal posting procedures, Administration will send job postings to employees electronically (e.g. via email).
- 6.4 [Grievance Procedure] The length of time for Step 1 and 2 Grievance responses and appeals has been increased to 7 business days to alleviate weekend and holiday response issues.
- 7.2 [Work Schedules] The minimum length of time regarding notification by the Employer for a change in an established work schedule has been increased to 4 workdays. This is to help employees plan for and coordinate family and other work-life obligations.
- 8.5 [Overtime] The language regarding pay for work on a Holiday has been revised to be consistent with the IUOE contract, as some of these employees work side by side and/or for the same supervisor.
- 9.3 [Call Back, Remote Response, and On-call Pay] The language regarding On-Call Pay has been revised to be consistent with the IUOE contract to ensure internal equity.
- 10.5 [Discipline] If no disciplinary action has been taken against an employee for 24 months following a written reprimand, the previous action(s) shall be removed from the personnel file. (Note: this shall have no effect on the classification of final disposition data under MN 13.43).

- 13.1 [Insurance] The employer insurance premium and Flexible Compensation contributions have been updated to reflect the previously adopted 2019 and 2020 rates.
- 14.5 [Holidays] Exceptions to Holidays are noted as reflected in the Memorandum of Agreement marked Attachment D. This MOA allows for a bank of Holiday hours for certain employees who work non-standard-business hours. The MOA now includes the Golf Course cashiers.
- 16.1 [Working Out of Class] The minimum pay for an out-of-class assignment will be \$3.00/hr. beginning 1/1/20. Out-of-class pay is awarded for taking on significant duties and responsibilities of a higher classification (typically vacant) as assigned by management, for a period of 3 days or more as defined in the contract (and the City's compensation policy).
- 17.1 [Clothing Allowance] The clothing allowance for the Fire Marshal and Fire Inspector (new position) has been increased to \$675 for 2019 and 2020.
- 17.2 [Clothing Allowance] The safety shoe/boot allowance for designated positions has increased to \$250 for 2019 and 2020.
- 19.2 [Funeral Leave] The definition of immediate family members has been broadened to include certain step relations and in-laws. *(Note: The corresponding Personnel Policy will be updated to ensure consistent application for non-union and other bargaining unit employees).*
- 20.1 [Vacations] The City has agreed to increase the accrual rates for employees who have been with the City 18 years or more. The tier for employees with 18 more years of continuous service will be changed to 18-22 years, and the annual accrual from 184 to 192 hours, and an additional tier will be added for employees with 23 or more years of continuous service and an annual accrual of 208 hours. These new accrual rates will be calculated prospectively from the signing of this contract (no retro/banked hours). *(Note: The corresponding Personnel Policy will be updated to ensure consistent application for non-union and other bargaining unit employees).*
- 20.2 [Vacations] The City will increase the maximum annual vacation accrual from 240 hours to 280 hours, effective 1/1/20. *(Note: The corresponding Personnel Policy will be updated to ensure consistent application for non-union and other bargaining unit employees).*
- 21 [Education Benefit] Guidelines for course tuition/reimbursement have been added to the contract to bring attention to their availability, as approved by management.
- 22.2 [Wages] Appendix A and B were updated to include current Job Classifications and the proposed 2019 and 2020 wage scales reflective of the cost-of-living adjustments, as well as to reflect the addition of an Office Support Career Ladder.
- 23.1 [Meet and Confer] A new article was inserted to outline the process for the City and Union to meet and confer regarding the addition of new positions during the existing contract. Previous contracts were silent and lacked guidance on how to make mid-contract changes.

The funds to cover the wage schedule increase for 2019 were included in the 2019 General Fund budget, which factored in an anticipated 3% cost of living increase. Other proposed changes will be absorbed within the existing budget. In addition, the increases for the second year of the contract can be projected and calculated into the 2020 budget.

There were a number of additional provisions proposed by both parties where we did not reach agreement; however, this tentative agreement represents an equitable conclusion of negotiating to satisfy the needs of both parties. AFSCME, Local 1065 is scheduled to vote to ratify this tentative agreement on August 8, 2019. Therefore, staff recommends Council approval of the attached Collective Bargaining Agreement between the City and AFSCME Local 1065, Council 5.

LABOR AGREEMENT

BETWEEN

CITY OF INVER GROVE HEIGHTS

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES, LOCAL 1065, COUNCIL NO. 5, AFL-CIO

JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

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ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Inver Grove Heights, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 5, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application,
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative of an appropriate bargaining unit consisting of all clerical, technical and professional employees of the City of Inver Grove Heights, Inver Grove Heights, Minnesota, who are public employees within the meaning of M.S. 179A.03, Subd. 14, excluding supervisory, confidential, and maintenance employees."
- 2.2 Only individuals occupying positions referenced in 2.1 and designated as "full-time" or "part-time" by the EMPLOYER in the Classification Plan shall be covered by the provisions of this agreement in its entirety. Temporary/Seasonal positions defined by MN Statute 179A.03 Subd. 14(a)(5) are not part of this bargaining unit.
- 2.3 Job Postings: City job postings will be sent electronically to all employees that are a part of the City's e-mail contacts list.

ARTICLE 3. DEFINITIONS

- 3.1 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowance.
- 3.2 EMPLOYEE: A person who has completed the orientation period with the EMPLOYER and has been granted regular employment status and/or is a member of the exclusive recognized bargaining unit.
- 3.3 EMPLOYEE SENIORITY: Length of continuous service with the EMPLOYER.
- 3.4 EMPLOYER: The City of Inver Grove Heights, or its designee.
- 3.5 FULL-TIME EMPLOYEE: an employee who has completed the orientation period, works a 40-hour week, and is hired for a non-specific duration by the EMPLOYER.
- 3.6 JOB CLASSIFICATION SENIORITY: Length of service in a job classification covered by this AGREEMENT.
- 3.7 MEAL BREAK: Employees will be provided one (1) unpaid meal break during each eight (8) hour or longer shift.
- 3.8 RECLASSIFICATION: A reassignment or change in classification of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on the basis of a significant change in responsibility of the work performed in such a position.

- 3.9 REST BREAKS: Employees will be provided a fifteen (15) minute paid rest break for each four (4) hours of work.
- 3.10 UNION: American Federation of State, County and Municipal Employees, Council No. 5.
- 3.11 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 5.
- 3.12 NON-BENEFITED PART-TIME WORKER: A non-benefited part-time worker is a person employed to work year-round, less than 1,040 hours per calendar year, and more than 67 workdays and fourteen (14) hours per week. Non-benefited part-time workers do not include employees exempted from the 67-day requirement due to their student status by MS 179A.03 Subd. 14(a)(6). Non-benefited part-time workers shall not be eligible for personal leave, vacation leave, funeral leave, holiday pay or health insurance benefits.
- 3.13 BENEFITED PART-TIME WORKER: A benefited part-time worker is a person employed to work year-round at least 20 hours per week, but less than 40 hours per week, and who works on a regular schedule whose position is continuing on a regular basis. Benefited part-time workers are eligible for personal leave, vacation leave, funeral leave, holiday pay and health insurance benefits.

ARTICLE 4. UNION SECURITY

- 4.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 4.2 The UNION may designate certain employees from the bargaining unit to act as stewards and shall notify the EMPLOYER, in writing, when elected officials are chosen.
- 4.3 The EMPLOYER shall notify the UNION and the UNION President of the names, addresses, division, job classifications and rates of pay of all new employees covered by this AGREEMENT on a quarterly basis and as employees are newly hired or promoted. EMPLOYER shall notify UNION when there is a new hire employee orientation, so that if possible, the UNION representative would be able to meet with the new employee at the time of orientation.
- 4.4 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements.
- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, order, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 4.6 The EMPLOYER acknowledges the right of the UNION employees to convene for the purpose of conducting union meetings during the UNION employee's rest breaks, meal break, and before or after working hours; work schedules permitting.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 Except as explicitly limited by a specific provision of this Agreement, the EMPLOYER shall have the exclusive right to take action it deems appropriate in the management of the City and the direction of the work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the EMPLOYER has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the EMPLOYER. The EMPLOYER shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In addition, the EMPLOYER specifically reserves the exclusive right in accordance with its judgment to hire, promote, transfer, and assign Employees to work; determine the starting and quitting time and the number of hours and days to be worked; maintain the efficiency of Employees; close down buildings or any part thereof or

expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the Employees; control and regulate the use of equipment and other property of the EMPLOYER; determine the number, location and operation of buildings, and divisions and departments thereof; the assignment of work and the size and composition of the work force; make or change rules and policies; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; and direct the Employees except as expressly modified or restricted by specific provision of this Agreement. The EMPLOYER'S non-exercise of any function hereby reserved to it or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or to preclude the EMPLOYER from exercising the same in some other way not in conflict with the express provisions of this Agreement. The UNION agrees that it shall not establish or attempt to enforce upon the EMPLOYER, or any Employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions.

- 5.2 Effect of Laws, Rules and Regulations. The UNION recognizes that all Employees covered by this Agreement shall perform the services prescribed by the EMPLOYER and shall be governed by the laws of the State of Minnesota, and the EMPLOYER rules, regulations, directives and orders, issued by properly designated officials. The UNION also recognizes the right, obligation and duty of the EMPLOYER and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the EMPLOYER insofar as such rules, regulations directives and orders do not conflict with the express terms of this Agreement.
- 5.3 Reservation of Management Rights. The enumeration of the rights and duties of the EMPLOYER in this agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the EMPLOYER.

ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 6.2 UNION Representatives. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated, as provided by ARTICLE IV of this AGREEMENT.
- 6.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 6.4 Procedure. Grievances, as defined in Article 6, shall be resolved in conformance with the following procedure:

Step 1. An Employee or the UNION claiming a violation concerning the interpretation or application of the AGREEMENT shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the EMPLOYER with UNION representation. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within seven (7) business days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within seven (7) business days after the

EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within seven (7) business days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS Step 2 answer in writing within seven (7) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) business days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within seven (7) business days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Public Employment Relations Board.

- 6.5 All grievances shall be presented in writing and contain the following elements:
 - 6.5.1 Name of the aggrieved Employee.
 - 6.5.2 Reference to the specific portion of the Agreement at issue in the grievance.
 - 6.5.3 The nature of the grievance.
 - 6.5.4 Requested action of the EMPLOYER to resolve the grievance.
- 6.6 Waiver. If a grievance is not presented within the time limit set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limit, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.
- 6.7 The arbitrator shall be empowered, except as his/her powers are limited below, to make a final binding decision in case of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:
 - 6.7.1 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.
 - 6.7.2 The arbitrator shall have no power to establish or change wage rates or change or establish any fringe benefits.
 - 6.7.3 The arbitrator shall have no power to decide any question, which under this agreement, is within the right of management to decide, which shall include, but are not limited to such areas of discretion of policy as the functions and programs of the EMPLOYER: its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this agreement.
 - 6.7.4 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be equally shared.
 - 6.7.5 Election of Remedies. It is specifically understood that any matters governed by statutory provisions or personnel policies except as expressly provided for in this AGREEMENT shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues

the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, or Minn. Stat. 363A.01, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 7. WORK SCHEDULES

- 7.1 The sole authority in work schedules is the EMPLOYER. The normal workday for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday provided, however, that nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 7.2 Service to the public may require the establishment of regular work schedules for some employees on a daily, weekly, seasonal or annual basis other than the normal day. The EMPLOYER will give four (4) workdays advance notice of workdays different from the employee's normal workday.
- 7.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities no advance notice needs to be given. Each Employee has a responsibility to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

ARTICLE 8. OVERTIME

- 8.1 Hours worked in excess of an employee's scheduled shift or more than forty (40) hours within a seven (7) day period will be compensated at one and one-half (1-1/2) times the employee's base pay rate or the hours worked in excess of the employee's scheduled shift may be taken as compensatory time at one and one-half (1-1/2) times in hours accrued. At the employee's option, overtime hours shall be paid through regular payroll or assigned to a compensatory bank. Employees shall elect whether all overtime hours earned in a day shall be paid through regular payroll or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Compensatory time used shall receive advance approval from the Supervisor.
- 8.2 Overtime will be distributed as equally as practicable.
- 8.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hour worked.
- 8.4 Personal leave, vacation leave, and holidays shall be counted as time worked for the purposes of calculating overtime pay.
- 8.5 Employees who work on a Holiday (Article 14.1) shall receive one and one-half (1-1/2) times their pay for all hours worked on a Holiday in addition to Holiday pay. Employees who work on Thanksgiving Day, Christmas Day, or New Year's Day, will receive two (2) times their pay for all hours worked, in addition to Holiday pay. Employees working on Christmas Eve will receive two (2) times their pay for all hours worked beyond four (4) regular hours, in addition to four (4) hours of Holiday pay. If Christmas Day or New Year's Day fall on a Saturday or Sunday, employees will receive three (3) times their pay for all hours worked.
- 8.6 An employee may accrue up to forty (40) hours of compensatory time, which represents not more than 26.67 hours of actual overtime worked. The EMPLOYER shall determine/approve the maximum amount of compensatory time taken within a given time period. Compensatory time must be utilized in the same calendar year it was accrued and may not transfer from one year to another. Upon resignation, accrued compensatory time will be paid in a lump sum.

ARTICLE 9. CALL BACK, REMOTE RESPONSE, AND ON-CALL PAY

- 9.1 Call Back Pay: An employee called in for work at a time other than the employee's scheduled shift, or while an employee is not in an on-call status period (such as 9.3), will be compensated for a minimum of two (2) hours' pay at one and one half (1-1/2) times the employee's base pay rate. An extension of an employee's scheduled shift or an early report to an employee's scheduled shift does not qualify as a call back.
- 9.2 Remote Response Pay: An employee who resolves a work-related issue, with a supervisor's approval and without physically coming into the City premises, (e.g. office, facilities, or property) will be compensated at a minimum of fifteen (15) minutes at one and one-half (1-1/2) times the employee's base pay rate for resolving those issues from a remote location, or the actual time spent, whichever is greater.
- 9.3 On-Call Pay: An employee specifically designated as in an "on-call" status shall be paid at a rate of four (4) hours at one and one-half (1-1/2) times the rate of pay for each on-call period. An on-call period is defined as a maximum of 48 continuous hours in duration. Employees, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Additionally, if an employee is called back to work during the on-call period, employee shall also be paid at one and one-half (1-1/2) times the rate of pay for the hours actually worked at the designated work location.

ARTICLE 10. DISCIPLINE

- 10.1 Discipline will be in one of the following forms:
- 10.1.1 (a) oral reprimand
(b) written reprimand
(c) suspension
(d) demotion; or
(e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form and given to the employee as soon as practicable.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of the employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 If no disciplinary action is taken against an employee for twenty-four (24) months following a written reprimand, all records of such written disciplinary action shall be considered inactive and removed from the employee's personnel file. Such records shall be maintained for record-keeping purposes only in a separate file.

ARTICLE 11. ORIENTATION PERIOD

- 11.1 All newly hired or rehired full or part-time employees will serve a one (1) year orientation period.
- 11.2 All promoted employees will serve a six (6) month orientation period in any job classification in which the employee has not served an orientation period.
- 11.3 At any time during the orientation period, a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 11.4 Orientation employees may utilize accrued personal and vacation leave during the orientation period.

ARTICLE 12. LAY OFF

- 12.1 Employees shall be laid off on the basis of job classification seniority only when the job-relevant qualification and performance factors between employees are equal reference City Code [Section 1-6A20: Layoffs, whereas the city council, upon the recommendation of the city administrator, may lay off any employee whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position or because of changes in organization; provided, however, that two (2) weeks' advance written notice shall be given. No full-time employee shall be laid off while there are temporary or part time employees serving in the same class of positions for which a full-time employee is qualified, eligible and available. A full-time employee will be given absolute preference over an employee in the orientation period. All other things being equal, consideration will be given to the employee's length of service in determining the order of layoffs. The City Council, upon the recommendation of the city administrator, may make any changes necessary to the operating hours of the city hall and the work schedule of city employees to increase the efficiency or accessibility of city services to city residents.
- 12.2 Employees laid off by the EMPLOYER shall retain recall rights for a period of one (1) year. Upon notice of recall, an employee must, within fifteen (15) days, advise acceptance or refusal of recall in writing. Notice of recall shall be by certified mail/return receipt requested. Recall notice shall be sent to the Employee's last known address.

ARTICLE 13. INSURANCE

- 13.1 All eligible full-time and part-time benefited employees shall be offered participation in the employer's health insurance program. An eligible employee is defined as an individual considered a full-time and/or part-time benefited employee under Article 3 of this contract.
- In 2019 the EMPLOYER will contribute up to \$679.12 per month for employees choosing Single coverage in the 250/25 plan and in 2019 the EMPLOYER will contribute up to \$805.48 per month for employees choosing the Single +1 plan. The Employer will contribute up to \$811.72 per month for Family coverage in any of the offered plans. In 2019 and 2020 the EMPLOYER will contribute 100% of the single premium in the HRA/HSA high deductible plans. In 2020, the Employer will continue to contribute 100% of the Single premium in the HRA/HSA high deductible plans, and in addition to the contributions listed above, will split any increase in premium (50/50) for Single+1 or Family coverage in the HRA/HSA high deductible plans. The EMPLOYER will make an additional contribution of \$333 per quarter to the HRA/HSA account for employees at all coverage levels (Single, Single +1 or Family) of those plans.
- 13.2 The EMPLOYER will provide a Flexible Compensation or Cafeteria Insurance Program in the amount of three hundred thirty dollars (\$330.00) through the duration of this contract, for each full-time employee. In 2019 and 2020 for employees choosing Single coverage in the HRA/HSA high deductible plan, the EMPLOYER will contribute an additional \$56 per month.
- 13.3 Regular part-time employees are eligible for benefits in a dollar amount pro-rated to the nearest quarterly equivalent of their actual hours of work at the time of employment.
- 13.4 All newly hired regular full-time and part-time employees shall be required to take a minimum of single health insurance coverage. In addition, all regular full-time and part-time employees enrolled in the City's health insurance plan as of January 1, 1998, and thereafter, must continue to take at least Single health insurance during their tenure as an eligible employee.
- 13.5 The EMPLOYER will select and provide employee with.
- a. Long Term Disability Insurance in the amount of 66 2/3 of monthly pay subject to the conditions and terms outlined in the plan provisions;
 - b. Accidental Death and Dismemberment Insurance, subject to the terms and conditions outlined in the plan provisions; and
 - c. Life Insurance in the amount of 1 times the employee's annual base wage.

ARTICLE 14. HOLIDAYS

- 14.1 Holiday leave is authorized absence from duty with pay granted all regular full-time employees. All regular full-time employees will be eligible to receive eight (8) hours of pay for the following official holidays:

New Years' Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Good Friday and Christmas Eve will be one-half day (four (4) hour) holidays. In the event a holiday falls on a Saturday, the preceding day shall be a holiday. If the holiday falls on a Sunday, the following day shall be a holiday. In the event Christmas Day falls on a Saturday, the preceding Thursday shall be a one-half day (four (4) hours) Christmas Eve holiday; in the event Christmas Day falls on Sunday or Monday, the preceding Friday will be a one-half day (four (4) hours) Christmas Eve holiday.

- 14.2 All full-time employees will be eligible to receive eight (8) hours of holiday leave, to be known as a floating holiday, which shall be taken at a time mutually agreed upon by the Employee and EMPLOYER. A floating holiday shall not be scheduled to pyramid with another holiday. A floating holiday must be used the year received or it will be lost.
- 14.3 All regular part-time employees will be eligible to receive pro-rata pay for designated holidays.
- 14.4 The EMPLOYER shall issue a list of the recognized holidays and the dates on which they will be observed in December of the year prior to when the holidays will be observed.
- 14.5 Exceptions to Article 14. Holidays are addressed in Appendix D, Memorandum of Agreement.

ARTICLE 15. PERSONAL LEAVE

- 15.1 Use of Personal Leave. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave; however, to the extent possible, prior approval for the requested personal leave should be obtained in consideration of employee coverage needs of the division/department. Personal leave may be refused by the EMPLOYER, except in cases of necessity, as determined by law.

Personal Leave Schedule

Continuous Years of Service	Annual Hours of Personal Leave Accrual
0 through End of 3 Years	60
Beginning of 4 Years through end of 6 Years	72
Beginning of 7 Years through end of 10 Years	84
Beginning of 11 Years or More	96

- 15.2 Employees subject to shift schedules that are eligible for accrual and use of personal leave may request personal leave three (3) calendar days in advance of the initial date(s) of the leave. The personal leave request shall require the advanced approval of the EMPLOYER.
- 15.3 Part-time employees shall be eligible for prorated personal leave on a pro rata basis, i.e., hours of work as related to benefit schedules for full-time employment. Pro rata holidays shall be paid based on the employees scheduled number of hours on the day the holiday is observed.

ARTICLE 16. WORKING OUT OF CLASSIFICATION

- 16.1 Any employee working in an out-of-class assignment for three (3) consecutive days or on a non-consecutive basis within a 30-day period shall be paid at the starting rate of the higher job classification, or if the employee's regular pay is above the starting rate, placement will be at the corresponding next highest step in the out of class range; however, in no case shall the employee receive less than \$3.00 per hour (effective 1/1/2020) additional. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform significant duties and responsibilities of a position different from the employee's regular position and which is in a higher classification. The employee will be paid at the higher rate only for the hours worked performing the duties of the out-of-class position, unless the full responsibilities and duties of the higher class have been assigned. It shall be the employee's responsibility to log the out-of-class hours worked.

ARTICLE 17. CLOTHING ALLOWANCE

- 17.1 The Fire Marshal and Fire Inspector shall receive a clothing allowance of \$675.00 in 2019 and 2020. The CSO shall receive a clothing allowance of \$350.00 in 2019 and 2020.
- 17.2 The City will pay \$250.00 in 2019 and 2020 for the purchase of one pair of work safety boots for the Engineering Technicians, Senior Engineering Technicians, Combination Inspectors, Fire Marshal, Fire Inspector, GIS Technician, GIS Technician II, GIS Specialist VMCC Operations Worker, Rental and Code Compliance Coordinator, and the Custodian II.

ARTICLE 18. LEAVES OF ABSENCE

- 18.1 Employees desiring an unpaid leave of absence may apply for such leave. The granting of such leave is at the sole discretion of the EMPLOYER; however, if such leave is reasonable, it will be given due consideration.

ARTICLE 19. FUNERAL LEAVE

- 19.1 Up to a maximum of three (3) days of funeral leave with pay may be used for death in the employee's immediate family.
- 19.2 Immediate family is defined as the employee's spouse or domestic partner, or the following kin of either the employee or the employee's spouse or domestic partner, children, mother, father, sister, brother, grandchildren or grandparents, or any of the above step- or in-law relations.
- 19.3 Funeral leave is not charged against other leaves; personal or vacation.

ARTICLE 20. VACATIONS

- 20.1 Regular full-time employees shall accrue paid vacation according to the following schedule:

<u>Continuous Years of Service</u>	<u>Hours Per Year</u>
0 through End of 5 Years	80
Beginning of 6 Years through End of 8 Years	120
Beginning of 9 Years through End of 12 Years	144
Beginning of 13 Years through End of 17 Years	168
Beginning of 18 Years to 22 Years	192
Beginning of 23 Years and Above	208

- 20.2 Regular full-time employees may accrue vacation leave to a maximum of 280 hours (effective 1/1/2020) and increases to vacation leave beginning at 18 years and above, shall be effective prospectively, from the date this AFSCME 2019 – 2020 Contract is signed and executed.

- 20.3 Part-time employees shall be eligible for pro-rated vacation. Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No employee shall be permitted to take vacation leave in advance of accrual, except as provided for in Section 20.4 of this Article. Vacation leave shall accrue during an employee's orientation period.
- 20.4 Injury on Duty. Compensable Injury: Upon utilization of all accrued personal leave or vacation leave, an employee may "borrow" future personal leave and/or vacation leave in an amount equal to time absent from work. Borrowing shall occur until such time as claim determination is made.

ARTICLE 21. EDUCATION BENEFIT

- 21.1 The EMPLOYER hereby establishes the following guidelines for the paying of tuition to City Employees for outside training at colleges, universities, correspondence schools, and various short courses.
- 21.2 Approval of Courses: Course work must relate to applicants present position for purpose of: (1) improving skills or knowledge required in their position, (2) preparing employees for significant technological changes occurring in their career field, (3) preparing employees for changes in duties due to the different use of a position or class, (4) preparing employees for assumption of new and different duties as a result of a recent promotional appointment, or, (5) general development of understanding to do their jobs better.
- 21.3 In order for Employees to be eligible for tuition reimbursement they: (1) must take an approved course, (2) receive a passing grade in the course, (3) have had prior approval of their Supervisor and Department Head, (4) tuition payment must be a budgeted item.
- 21.4 The tuition reimbursement cost shall be paid up to \$3,000 per year, if budgeted.

ARTICLE 22. WAGES

- 22.1 It is understood that the wage rates established pursuant to this Agreement have been arrived at between the parties recognizing the fact that no special supplemental forms of compensation, such as longevity pay or educational incentive pay, are provided Employees. The parties recognize that the base wage provided for in this Agreement is a more equitable way of compensating Employees than through the use of special supplemental forms of compensation, such as longevity pay or educational incentive pay, and the wage rates established hereby recognize this understanding.
- 22.2 Job classifications and applicable wage rates are set forth in **Appendix A** for year 2019 and **Appendix B** for year 2020.

ARTICLE 23. MEET AND CONFER

- 23.1 Meet and Confer. The Union and Management shall meet as timely as possible to discuss new positions, wages and working conditions. The City will notify the recognized employee union of any new position(s) that would be considered within the respective bargaining unit and discuss the new position(s) prior to implementation. The parties would meet and confer in an attempt to reach negotiated agreement on wages and benefits prior to the addition of any new position(s) to the bargaining unit.

ARTICLE 24. DRUG AND ALCOHOL TESTING

- 24.1 Employees are required to abide by and comply with the Drug and Alcohol Testing Policy as adopted by the City Council. Any changes to the policy shall be negotiated with the UNION except as such change is required by law or other authority.

ARTICLE 25. BACKGROUND CHECKS

- 25.1 The EMPLOYER may from time to time conduct a full BCA background check on children's service workers for those employees defined as "children's service workers" in MN Statutes 299C.61.

ARTICLE 26. POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN

- 26.1 The City will implement the Minnesota State Retirement System Post Employment Health Care Savings Plan (HCSP) which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes 352.98.

For AFSCME Employees: Effective January 1, 2013, in addition to the provisions of the Contract, employees represented by the Union who qualify to receive personal leave pay upon terminating from the City, will designate 50% to be placed in their individual HCSP account at the time of termination if the employee has less than 20 years of service and 100% if the employee has 20 or more years of service.

All provisions of this plan will be determined by the Minnesota State Retirement System and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

ARTICLE 27. WAIVER

- 27.1 Any and all agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.
- 27.3 Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) but not more than sixty (60) days prior to December 1, 1998 for wages and conditions of employment for calendar year 1999 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.
- 27.4 The EMPLOYER and the UNION agree that this Agreement contains all of the terms and conditions of employment which have been arrived at and that the EMPLOYER shall not be obligated to provide or maintain any terms of conditions of employment not provided herein.

ARTICLE 28. NO STRIKE

- 28.1 There shall be no strikes, stoppages, slowdowns, picketing or other interference with the operation of the EMPLOYER (all of which are referred to as "strikes"). A strike shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the absence in whole or in part from the full, faithful and proper performance of the duties of employment. No officer or representative of the UNION shall authorize, instigate, aid or condone

any strike, and no Employee shall participate in any strike. The foregoing provisions shall not constitute grounds on which demand may be made for arbitration.

28.2 Any Employee who violates the provisions of this Article shall have his/her employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee. An Employee who is absent from any portion of his/her work assignment without permission or who abstains wholly or in part from the full performance of his/her duties without permission from his/her EMPLOYER on the date or dates when a strike occurs is presumed to have engaged in a strike on such date or dates. Employees who violate the provisions of this Article may, subsequent to such violation be employed or reemployed, but the Employee shall be on probation for two (2) years with respect to tenure of employment.

28.3 No Employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE 29. SAVINGS CLAUSE

29.1 This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

ARTICLE 30. DURATION

30.1 This AGREEMENT shall be effective as of January 1, 2019 and shall remain in full force and effect through the 31st day of December 31, 2020.

**FOR THE CITY OF
INVER GROVE HEIGHTS**

By: _____
George Tourville, Mayor

By: _____
Joe Lynch, City Administrator

Date: _____

**FOR THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL NO. 5**

By: _____
JoAnn Holton, AFSCME Field Representative

By: _____
Kathy Fischer, Union President

Date: _____

APPENDIX A – WAGES

EFFECTIVE JANUARY 1, 2019 through DECEMBER 31, 2019

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2	Golf Course Cashier	\$18.65	\$19.18	\$19.73	\$20.27	\$20.81	\$21.35	\$21.90	\$22.43	\$22.97	\$23.52
5	Golf Course Coordinator	\$20.55	\$21.15	\$21.74	\$22.34	\$22.93	\$23.53	\$24.13	\$24.73	\$25.33	\$25.92
8	Customer Service Specialist	\$22.95	\$23.61	\$24.28	\$24.95	\$25.62	\$26.28	\$26.94	\$27.61	\$28.28	\$28.94
9	Office Support*	\$23.87	\$24.57	\$25.26	\$25.95	\$26.64	\$27.33	\$28.03	\$28.72	\$29.42	\$30.11
9	VMCC Operation Worker	\$23.87	\$24.57	\$25.26	\$25.95	\$26.64	\$27.33	\$28.03	\$28.72	\$29.42	\$30.11
9	Custodian II	\$23.87	\$24.57	\$25.26	\$25.95	\$26.64	\$27.33	\$28.03	\$28.72	\$29.42	\$30.11
10	Office Support II*	\$24.89	\$25.61	\$26.33	\$27.05	\$27.77	\$28.49	\$29.22	\$29.94	\$30.66	\$31.39
10	GIS Tech I/Tech Asst.	\$24.89	\$25.61	\$26.33	\$27.05	\$27.77	\$28.49	\$29.22	\$29.94	\$30.66	\$31.39
10	Evidence Technician	\$24.89	\$25.61	\$26.33	\$27.05	\$27.77	\$28.49	\$29.22	\$29.94	\$30.66	\$31.39
11	Sr. Office Support*	\$25.96	\$26.72	\$27.47	\$28.23	\$28.98	\$29.73	\$30.40	\$31.24	\$31.99	\$32.75
11	Asst. to the Building Official	\$25.96	\$26.72	\$27.47	\$28.23	\$28.98	\$29.73	\$30.40	\$31.24	\$31.99	\$32.75
11	Management Analyst	\$25.96	\$26.72	\$27.47	\$28.23	\$28.98	\$29.73	\$30.40	\$31.24	\$31.99	\$32.75
11	Recreation Specialist	\$25.96	\$26.72	\$27.47	\$28.23	\$28.98	\$29.73	\$30.40	\$31.24	\$31.99	\$32.75
12	Records Specialist	\$27.13	\$27.92	\$28.71	\$29.49	\$30.28	\$31.07	\$31.85	\$32.64	\$33.42	\$34.22
12	Public Works Support Specialist	\$27.13	\$27.92	\$28.71	\$29.49	\$30.28	\$31.07	\$31.85	\$32.64	\$33.42	\$34.22
12	Community Dev. Support Specialist	\$27.13	\$27.92	\$28.71	\$29.49	\$30.28	\$31.07	\$31.85	\$32.64	\$33.42	\$34.22
12	Administrative Specialist	\$27.13	\$27.92	\$28.71	\$29.49	\$30.28	\$31.07	\$31.85	\$32.64	\$33.42	\$34.22
12	Accounting Technician	\$27.13	\$27.92	\$28.71	\$29.49	\$30.28	\$31.07	\$31.85	\$32.64	\$33.42	\$34.22
13	Communications Specialist	\$28.42	\$29.24	\$30.07	\$30.90	\$31.72	\$32.54	\$33.37	\$34.20	\$35.02	\$35.84
14	IT Specialist (MIS Tech)	\$29.78	\$30.64	\$31.50	\$32.37	\$33.23	\$34.09	\$34.96	\$35.82	\$36.68	\$37.54
14	GIS Tech II	\$29.78	\$30.64	\$31.50	\$32.37	\$33.23	\$34.09	\$34.96	\$35.82	\$36.68	\$37.54
14	Senior Accounting Technician	\$29.78	\$30.64	\$31.50	\$32.37	\$33.23	\$34.09	\$34.96	\$35.82	\$36.68	\$37.54
15	Rental & Code Compliance Coordinator	\$31.25	\$32.16	\$33.06	\$33.97	\$34.87	\$35.79	\$36.69	\$37.60	\$38.50	\$39.41
15	GIS Specialist	\$31.25	\$32.16	\$33.06	\$33.97	\$34.87	\$35.79	\$36.69	\$37.60	\$38.50	\$39.41
15	Engineering Technician	\$31.25	\$32.16	\$33.06	\$33.97	\$34.87	\$35.79	\$36.69	\$37.60	\$38.50	\$39.41

APPENDIX A – WAGES (CONT.)

EFFECTIVE JANUARY 1, 2019 through DECEMBER 31, 2019

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
16	Recreation Coordinator	\$32.85	\$33.80	\$34.75	\$35.71	\$36.66	\$37.62	\$38.56	\$39.52	\$40.47	\$41.43
16	Combination Inspector	\$32.85	\$33.80	\$34.75	\$35.71	\$36.66	\$37.62	\$38.56	\$39.52	\$40.47	\$41.43
16	Environmental Specialist	\$32.85	\$33.80	\$34.75	\$35.71	\$36.66	\$37.62	\$38.56	\$39.52	\$40.47	\$41.43
16	Assistant Planner	\$32.85	\$33.80	\$34.75	\$35.71	\$36.66	\$37.62	\$38.56	\$39.52	\$40.47	\$41.43
16	Accountant	\$32.85	\$33.80	\$34.75	\$35.71	\$36.66	\$37.62	\$38.56	\$39.52	\$40.47	\$41.43
16	Fire Inspector	\$32.85	\$33.80	\$34.75	\$35.71	\$36.66	\$37.62	\$38.56	\$39.52	\$40.47	\$41.43
17	Senior Engineering Technician	\$34.57	\$35.57	\$36.58	\$37.58	\$38.58	\$39.59	\$40.59	\$41.59	\$42.59	\$43.60
17	Fitness Coordinator	\$34.57	\$35.57	\$36.58	\$37.58	\$38.58	\$39.59	\$40.59	\$41.59	\$42.59	\$43.60
17	Aquatics Coordinator	\$34.57	\$35.57	\$36.58	\$37.58	\$38.58	\$39.59	\$40.59	\$41.59	\$42.59	\$43.60
18	Fire Marshal	\$36.45	\$37.50	\$38.56	\$39.62	\$40.68	\$41.73	\$42.79	\$43.84	\$44.90	\$45.96
18	Senior Accountant	\$36.45	\$37.50	\$38.56	\$39.62	\$40.68	\$41.73	\$42.79	\$43.84	\$44.90	\$45.96
18	Associate Planner	\$36.45	\$37.50	\$38.56	\$39.62	\$40.68	\$41.73	\$42.79	\$43.84	\$44.90	\$45.96

Position 2019 Wage
Police Laborer \$13.75

***Office Support Career Ladder Positions (Grade changes effective 7/1/19)**

Office Support	Grade 9	First level office support
Office Support II	Grade 10	Three (3) years at Office Support; competent in multiple unit or department-wide processes; fully competent performance rating; will help train Office Support
Sr. Office Support	Grade 11	Five (5) years at Office Support II; responsible for several department-wide processes; specialized knowledge; fully competent performance rating; may provide lead work to Office Support and Office Support II as assigned

Advancement based on Department Need and Department Head Recommendation Only:

Department Specialists	Grade 12	Five (5) years at Sr. Office Support; directly reports to Department Head/Unit; responsible for many department-wide processes, advanced expertise; *will oversee regulatory compliance and/or agenda processes, ability to compose reports, etc. (*e.g. coordinating Council/Commission agenda preparation, ensuring Police Department records compliance, ensuring OSHA training, etc.).
Admin. Specialists	Grade 12	

Department Head reserves the right to post and choose their Admin. Specialist

APPENDIX B – WAGES
EFFECTIVE JANUARY 1, 2020 through DECEMBER 31, 2020

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2	Golf Course Cashier	\$19.21	\$19.76	\$20.32	\$20.88	\$21.43	\$21.99	\$22.56	\$23.10	\$23.66	\$24.23
5	Golf Course Coordinator	\$21.17	\$21.78	\$22.39	\$23.01	\$23.62	\$24.24	\$24.85	\$25.47	\$26.09	\$26.70
8	Customer Service Specialist	\$23.64	\$24.32	\$25.01	\$25.70	\$26.39	\$27.07	\$27.75	\$28.44	\$29.13	\$29.81
9	Office Support*	\$24.59	\$25.31	\$26.02	\$26.73	\$27.44	\$28.15	\$28.87	\$29.58	\$30.30	\$31.01
9	VMCC Operation Worker	\$24.59	\$25.31	\$26.02	\$26.73	\$27.44	\$28.15	\$28.87	\$29.58	\$30.30	\$31.01
9	Custodian II	\$24.59	\$25.31	\$26.02	\$26.73	\$27.44	\$28.15	\$28.87	\$29.58	\$30.30	\$31.01
10	Office Support II*	\$25.64	\$26.38	\$27.12	\$27.86	\$28.60	\$29.34	\$30.10	\$30.84	\$31.58	\$32.33
10	GIS Tech I/Tech Asst.	\$25.64	\$26.38	\$27.12	\$27.86	\$28.60	\$29.34	\$30.10	\$30.84	\$31.58	\$32.33
10	Evidence Technician	\$25.64	\$26.38	\$27.12	\$27.86	\$28.60	\$29.34	\$30.10	\$30.84	\$31.58	\$32.33
11	Sr. Office Support*	\$26.74	\$27.52	\$28.29	\$29.08	\$29.85	\$30.62	\$31.40	\$32.18	\$32.95	\$33.73
11	Asst. to the Building Official	\$26.74	\$27.52	\$28.29	\$29.08	\$29.85	\$30.62	\$31.40	\$32.18	\$32.95	\$33.73
11	Management Analyst	\$26.74	\$27.52	\$28.29	\$29.08	\$29.85	\$30.62	\$31.40	\$32.18	\$32.95	\$33.73
11	Recreation Specialist	\$26.74	\$27.52	\$28.29	\$29.08	\$29.85	\$30.62	\$31.40	\$32.18	\$32.95	\$33.73
12	Records Specialist	\$27.94	\$28.76	\$29.57	\$30.37	\$31.19	\$32.00	\$32.81	\$33.62	\$34.42	\$35.25
12	Public Works Support Specialist	\$27.94	\$28.76	\$29.57	\$30.37	\$31.19	\$32.00	\$32.81	\$33.62	\$34.42	\$35.25
12	Community Dev. Support Specialist	\$27.94	\$28.76	\$29.57	\$30.37	\$31.19	\$32.00	\$32.81	\$33.62	\$34.42	\$35.25
12	Administrative Specialist	\$27.94	\$28.76	\$29.57	\$30.37	\$31.19	\$32.00	\$32.81	\$33.62	\$34.42	\$35.25
12	Accounting Technician	\$27.94	\$28.76	\$29.57	\$30.37	\$31.19	\$32.00	\$32.81	\$33.62	\$34.42	\$35.25
13	Communications Specialist	\$29.27	\$30.12	\$30.97	\$31.83	\$32.67	\$33.52	\$34.37	\$35.23	\$36.07	\$36.92
14	IT Specialist (MIS Tech)	\$30.67	\$31.56	\$32.45	\$33.34	\$34.23	\$35.11	\$36.01	\$36.89	\$37.78	\$38.67
14	GIS Tech II	\$30.67	\$31.56	\$32.45	\$33.34	\$34.23	\$35.11	\$36.01	\$36.89	\$37.78	\$38.67
14	Senior Accounting Technician	\$30.67	\$31.56	\$32.45	\$33.34	\$34.23	\$35.11	\$36.01	\$36.89	\$37.78	\$38.67
15	Rental & Code Compliance Coordinator	\$32.19	\$33.12	\$34.05	\$34.99	\$35.92	\$36.86	\$37.79	\$38.73	\$39.66	\$40.59
15	GIS Specialist	\$32.19	\$33.12	\$34.05	\$34.99	\$35.92	\$36.86	\$37.79	\$38.73	\$39.66	\$40.59
15	Engineering Technician	\$32.19	\$33.12	\$34.05	\$34.99	\$35.92	\$36.86	\$37.79	\$38.73	\$39.66	\$40.59

APPENDIX B – WAGES (CONT.)

EFFECTIVE JANUARY 1, 2020

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
16	Recreation Coordinator	\$33.84	\$34.81	\$35.79	\$36.78	\$37.76	\$38.75	\$39.72	\$40.71	\$41.68	\$42.67
16	Combination Inspector	\$33.84	\$34.81	\$35.79	\$36.78	\$37.76	\$38.75	\$39.72	\$40.71	\$41.68	\$42.67
16	Environmental Specialist	\$33.84	\$34.81	\$35.79	\$36.78	\$37.76	\$38.75	\$39.72	\$40.71	\$41.68	\$42.67
16	Assistant Planner	\$33.84	\$34.81	\$35.79	\$36.78	\$37.76	\$38.75	\$39.72	\$40.71	\$41.68	\$42.67
16	Accountant	\$33.84	\$34.81	\$35.79	\$36.78	\$37.76	\$38.75	\$39.72	\$40.71	\$41.68	\$42.67
16	Fire Inspector	\$33.84	\$34.81	\$35.79	\$36.78	\$37.76	\$38.75	\$39.72	\$40.71	\$41.68	\$42.67
17	Senior Engineering Technician	\$35.61	\$36.64	\$37.68	\$38.71	\$39.74	\$40.78	\$41.81	\$42.84	\$43.87	\$44.91
17	Fitness Coordinator	\$35.61	\$36.64	\$37.68	\$38.71	\$39.74	\$40.78	\$41.81	\$42.84	\$43.87	\$44.91
17	Aquatics Coordinator	\$35.61	\$36.64	\$37.68	\$38.71	\$39.74	\$40.78	\$41.81	\$42.84	\$43.87	\$44.91
18	Fire Marshal	\$37.54	\$38.63	\$39.72	\$40.81	\$41.90	\$42.98	\$44.07	\$45.16	\$46.25	\$47.34
18	Senior Accountant	\$37.54	\$38.63	\$39.72	\$40.81	\$41.90	\$42.98	\$44.07	\$45.16	\$46.25	\$47.34
18	Associate Planner	\$37.54	\$38.63	\$39.72	\$40.81	\$41.90	\$42.98	\$44.07	\$45.16	\$46.25	\$47.34

Position 2020 Wage
Police Laborer \$15.00

***Office Support Career Ladder Positions:**

Office Support	Grade 9	First level office support
Office Support II	Grade 10	Three (3) years at Office Support; competent in multiple unit or department-wide processes; fully competent performance rating; will help train Office Support
Sr. Office Support	Grade 11	Five (5) years at Office Support II; responsible for several department-wide processes; specialized knowledge; fully competent performance rating; may provide lead work to Office Support and Office Support II as assigned

Advancement based on Department Need and Department Head Recommendation Only:

Department Specialists/ Admin. Specialists	Grade 12 Grade 12	Five (5) years at Sr. Office Support; directly reports to Department Head/Unit; responsible for many department-wide processes, advanced expertise; *will oversee regulatory compliance and/or agenda processes, ability to compose reports, etc. (*e.g. coordinating Council/Commission agenda preparation, ensuring Police Department records compliance, ensuring OSHA training, etc.).
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Department Head reserves the right to post and choose their Dept./Admin. Specialist

APPENDIX C

Minnesota State Retirement System (MSRS) Post Employment Health Care Savings Plan

MEMORANDUM OF UNDERSTANDING
Between
AFSCME COUNCIL 5, LOCAL 1065, AFL-CIO
And
THE CITY OF INVER GROVE HEIGHTS

WHEREAS, AFSCME Council 5, Local 1065, AFL-CIO, (the Union), desires to expand the participation of its members in the City of Inver Grove Heights (the City) MSRS Health Care Savings Plan (HCSP), established to help defray the cost of medical expenses and health insurance premiums for employees, spouses and dependents after the employee leaves employment with the City; and

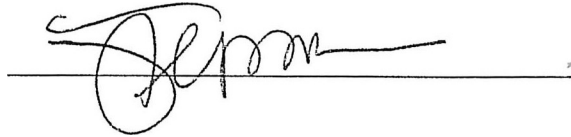
WHEREAS, the City agrees to do so;

NOW, BE IT MUTUALLY UNDERSTOOD AND AGREED, AS FOLLOWS:

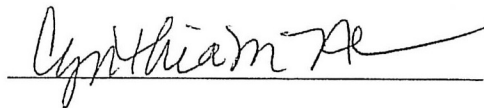
Effective January 1, 2013, in addition to the provisions of the Contract, Article 26. Post-Employment Health Care Savings Plan, employees represented by the Union who qualify to receive personal leave pay upon terminating from the City as defined in the personnel code, will designate 50% to be placed in their individual HCSP account at the time of termination if the employee has less than 20 years of service and 100% if the employee has 20 or more years of service.

Employees will continue to be covered under the Personal Leave Pay provision of the Personnel Code, as follows: All employees in this group whose accumulation of personal leave has exceeded sixty (60) days will exchange the cash value of up to ten (10) days for deposit into their HCSP account. This deposit will occur annually in the month of December at a time to be determined by the Administrative Services Department.

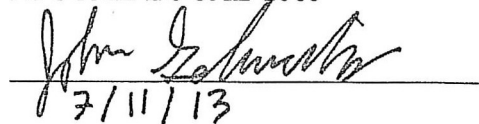
THE CITY OF INVER GROVE HEIGHTS

A handwritten signature in black ink, appearing to be "John", written over a horizontal line.

AFSCME COUNCIL 5

A handwritten signature in black ink, appearing to be "Cynthia", written over a horizontal line.

AFSCME LOCAL 1065

A handwritten signature in black ink, appearing to be "John", written over a horizontal line.
7/11/13

APPENDIX D

MEMORANDUM OF AGREEMENT BETWEEN AFSCME COUNCIL 5, LOCAL 1065 and THE CITY OF INVER GROVE HEIGHTS

WHEREAS, AFSCME COUNCIL 5, Local 1065 (hereinafter referred to as the Union) is the certified Exclusive Representative of certain employees of the City of Inver Grove Heights (hereinafter referred to as the City) at the Veterans' Memorial Community Center (VMCC) and Inver Grove Heights' Golf Course; and

WHEREAS, the City has implemented a four (4) day, 10-hour workday schedule for the VMCC Operation Workers at the VMCC, and non-standard business hours/flexible schedule to accommodate the weekend and seasonal nature of the Golf Course and VMCC operations.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED TO AS FOLLOWS:

1. The parties agree that the VMCC Operation Workers at the VMCC will work a four (4) day, 10-hour workday schedule, and the VMCC Customer Service Specialist and Golf Course Cashiers will work evening and weekend hours as needed and/or scheduled.
2. The VMCC Operation Workers who work on a Holiday (Article 14.1) shall receive one and one-half (1-1/2) times their pay for all hours worked on a Holiday in addition to Holiday pay. Employees who work on Thanksgiving Day, Christmas Day, or New Year's Day, will receive two (2) times their pay for all hours worked, in addition to Holiday pay. Employees working on Christmas Eve will receive two (2) times their pay for all hours worked beyond four (4) regular hours, in addition to four (4) hours of Holiday pay. If Christmas Day or New Year's Day fall on a Saturday or Sunday, employees will receive three (3) times their pay for all hours worked.
3. In addition, the VMCC Operation Workers will receive annually at the beginning of each calendar year, a bank of 96 hours to be used for time off in lieu of holiday pay at the employee's discretion.
4. In addition, the VMCC Customer Service Specialist working weekend hours at the VMCC will receive an annual, at the beginning of each calendar year, Holiday bank of 48 hours, and the Golf Course Cashiers will receive an annual, at the beginning of each calendar year, Holiday bank of 64 hours to be used for time off in lieu of holiday pay at the employee's discretion.
5. Holiday Hours will only be used for days that the VMCC Operation Workers/Customer Service Specialist/Golf Course Cashiers are regularly scheduled to work and subject to prior approval by the Supervisor.
6. Banked Holiday hours must be used by the end of each year and may not be carried over to the following year. Banked Holiday hours may not be cashed out. The City shall not unreasonably deny a request for use of banked holiday hours.
7. This Agreement may not be used to establish any precedent for these or any other bargaining unit employees.

THE CITY OF INVER GROVE HEIGHTS

Joe Lynch, City Administrator

Dated: _____

AFSCME COUNCIL 5, LOCAL 1065

JoAnn Holton, AFSCME Field Representative

Kathy Fischer, AFSCME President

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 12, 2019
 Item Type: Consent Agenda
 Contact:
 Prepared by: Commander Dennis Haugland
 Reviewed by: Chief of Police Melissa Chiodo

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:

Council is asked to approve the Contract for Services Agreement with ISD 199 to provide a School Resource Officer for 2019 to 2020 school year.

SUMMARY:

The City of Inver Grove Heights (“City”) and Independent School District No. 199 (“District”) wish to continue the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within district schools.

The current contract expired June 30, 2019. The contract will be from the first day of school in September 2019 until the last day of the school in June 2020.

Enclosed is a copy of a Resolution for your consideration, along with a copy of a contract for services that has been agreed to by the School District. You are being asked to pass the Resolution along with the agreement on the contract and signature by the Mayor.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT
NO. 199 PROVIDING SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS FOR THE 2019-2020
SCHOOL YEAR**

WHEREAS, the City of Inver Grove Heights (“City”) and Independent School District No. 199 (“District”) wish to continue the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools.

WHEREAS, District schools are located in the city limits of the City of Inver Grove Heights.

WHEREAS, the City and District desire to have a School Resource Officer assigned to the District schools for the **2019-2020** school year, as a liaison between the District and the City.

WHEREAS, District will reimburse the City for assignment of a School Resource Officer for the **2019-2020** school year.

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

1. The City Council hereby approves the attached Agreement for School Resource Officer Services between Independent School District No. 199 and the City of Inver Grove Heights for the **2019-2020** school year.
2. The City Council hereby authorizes the Mayor to enter into the attached Agreement for School Resource Officer Services between Independent School District No. 199 and the City of Inver Grove Heights for the **2019-2020** school year.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of August 2019.

George Tourville, Mayor

Attest:

Joe Lynch, Interim Deputy Clerk

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

This Agreement ("Agreement") is made and effective as of the 12th day of August 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City"), and Independent School District No. 199, a Minnesota public school corporation (hereafter referred to as "District"). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements, and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1: RECITALS

RECITAL NO. 1.

The City and District wish to continue the need for the presence of police officers in District schools to promote the safety and wellbeing, as well as the prevention and investigation of crime within District schools. These are the goals of the City and the District.

RECITAL NO. 2.

By use of the School Resource Officer, the City and District seek to establish a cooperative approach among the District (it's students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3.

The City and District desire to have a School Resource Officer assigned to District schools as a liaison between the District and City.

SECTION 2: AGREEMENT

2.1 OFFICER EMPLOYED BY CITY.

The City shall employ and temporarily assign, in accordance with applicable state statutes, a licensed peace officer to serve as School Resource Officer. The School Resource Officer shall serve at the various District schools identified in Section 2.10. The assignment of the School Resource Officer to a particular school shall be determined by the District.

The School Resource Officer shall be an employee of the City. The School Resource Officer shall not be considered an employee of the District for any purpose, including but not limited to salaries, wages, other compensation or benefits, worker's compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

Nothing in this Agreement shall be deemed to require the City to provide the School Resource Officer or any police officer at any District school for pedestrian or traffic enforcement on a regular basis.

For the use of the School Resource Officer, the District will reimburse the City as stated in paragraph 2.12 of this Agreement.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

2.2 HOLD HARMLESS.

Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, the City shall indemnify, defend and hold the District harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the District incurs or suffers, which relate to claims of third parties, arising out of, resulting from or relating to the activities of the School Resource Officer or employment of the School Resource Officer.

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

2.3 SELECTION AND ASSIGNMENT OF OFFICER.

A selection committee, consisting of District designees and Police Department designees, will be established to interview and recommend the person to fill the position of School Resource Officer. The selection of such officer shall be the decision of the Chief of Police or designee, in consultation with the selection committee. Should the School Resource Officer resign, be reassigned, or be discharged, the selection committee shall interview and recommend a replacement. The continued assignment of such officer shall be at the discretion of the Chief of Police or designee, in consultation with the District Superintendent.

2.4 ADMINISTRATIVE RESPONSIBILITIES.

The type, scope, and manner of law enforcement services rendered to the District shall be at the sole direction of the City. Standards of performance, personnel policies, the discipline of the School Resource Officer, and other internal matters shall be under the authority of the City. The District may provide the City with a perspective on the performance of the School Resource Officer. The District shall immediately notify the City in writing of any purported deficient performance or purported inappropriate conduct by the School Resource Officer.

2.5 SCHOOL RESOURCE OFFICER DUTIES AND RESPONSIBILITIES.

The duties, responsibilities, and work schedule of the School Resource Officer shall be developed cooperatively between the City and District.

The School Resource Officer shall meet and communicate with the Superintendent or designee at mutually convenient times throughout the school year.

2.6 SCHOOL RESOURCE OFFICER SCHEDULE.

The School Resource Officer's shift shall be determined by the City. During the regular school year, the schedule shall consist of an average of 40 hours per week, Monday through Friday, corresponding approximately to the regular 8-hour school day.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

The City and District agree the School Resource Officer's presence is essential for special events. The City and District shall cooperatively develop a special events schedule, including but not limited to athletic events, dances, or other school activities.

2.7 ABSENCES.

During the school day, while serving as a School Resource Officer, the employee will be available for and may respond to emergency calls and other assistance required by the City and may attend police training and special duties as assigned by the City. The City is not responsible for providing a replacement during such absences, and the amount owed by the District under paragraph 2.12 is not reduced because of the absences. The City will use reasonable efforts to schedule the officer's training and any assignments to special duties for days that are not regular school days.

From time to time, the School Resource Officer may be absent due to vacation, illness, personal leave days, holidays, and other authorized leaves under the employee's collective bargaining agreement. In the event of an absence, the School Resource Officer shall notify a District designee.

The City is not responsible for providing a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.12 is not reduced because of the absences.

To the extent the collective bargaining agreement applicable to the employee allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than five (5) consecutive regular school days, the City, after consultation with the District, will in good faith endeavor to make-up the time lost above the five (5) day absence or the City, after consultation with the District, will in good faith endeavor to provide an alternate School Resource Officer for the time above the five (5) absence.

2.8 OVERTIME.

Hours worked in excess of the School Resource Officer's normally scheduled shift of eight (8) hours within a twenty-four (24) hour period shall be paid by the City according to the employee's collective bargaining agreement. Approval of such overtime will be done by a Police Department supervisor. Approval shall be on a case by case basis, and general or blanket approvals will not be accepted.

Additional work hours requested by the District of the School Resource Officer shall be compensatory time only.

2.9 SCHOOL CALENDAR.

School Resource Officer services will be provided during the regular school year (approximately nine months), from the start of staff workshops in August until the last day of the school in June.

The District shall provide the City with a school calendar. The City shall have exclusive use of the employee assigned as the School Resource Officer from the end of the school year until the first day of the school year. The City shall pay all employee-related expenses for this summer period.

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

2.10 SERVICE LOCATIONS.

During the school year the School Resource Officer serves at the following District schools:

- Simley High School
- Simley Alternative Learning Program
- Inver Grove Heights Middle School
- Hilltop Elementary School
- Pine Bend Elementary School
- Salem Hills/Atheneum Elementary School

2.11 CLOTHING, EQUIPMENT, AND SUPPLIES.

Without cost to the District, the City shall provide any required clothing, uniforms, training, vehicle maintenance, vehicle fuel, weapons, necessary equipment, and supplies for the School Resource Officer to perform the officer's law enforcement duties.

Without cost to the City, the District shall provide the School Resource Officer with a reserved parking space, private secure lockable office, "land-line" telephone and mobile phone, computer, and secure internet access necessary for the School Resource Officer to perform required duties as specified in paragraph 2.5 of this Agreement.

2.12 COST.

For and in consideration of the City providing School Resource Officer services in accordance with the terms of this Agreement, District shall pay City the following amount:

- a. The sum of \$99,144.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2019, and ending May 1, 2020.
- b. The sum of \$1,800.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2019, and ending May 1, 2020.
 - i. This sum is to offset the cost to the City for vehicle replacement as a result of the use of police vehicles by the School Resource Officer while on District premises.
- c. The parties agree that special events not covered by the duties of the School Resource officer shall be provided at previously determined rates.

2.13 PRIVACY OF PUPIL RECORDS.

Pursuant to the District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with the requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officer for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be a school official when performing the duties and responsibilities of the School Resource Officer. As such, the City certifies and agrees that

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

all data created, collected, received, stored, used, maintained, or disseminated by the School Resource Officer must comply with the Privacy Act and the Data Practices Act.

SECTION 3: TERM OF AGREEMENT

3.1 TERM OF AGREEMENT.

Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from the start of staff workshops in August 2019 to June 30, 2020. This time period is coincident with the District's 2019-2020 school year.

3.2 TERMINATION.

Either party may terminate this Agreement upon one year written advance notice of such termination. If the District terminates this Agreement upon less than one-year advance notice, the District shall pay an amount equal to one-half of the fees that would otherwise be payable for the fiscal year (July 1 — June 30). With timely termination, all payments due hereunder shall be prorated in the event of such termination.

SECTION 4: MISCELLANEOUS

4.1 COMMUNICATION.

Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Independent School District No. 199
2990 80th Street East
Inver Grove Heights, MN 55076-3232

Any notice, demand, or communication to the City shall be addressed to the Chief of Police at:

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

4.2 SCOPE.

It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT.

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

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

4.4 GOVERNING LAW.

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

4.5 COUNTERPARTS.

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

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2019-2020 SCHOOL YEAR

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

CITY OF INVER GROVE HEIGHTS

By:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk

INDEPENDENT SCHOOL DISTRICT #199

By:

Matt Schaefer, School Board Chair

ATTEST:

Rachel Hanson, School Board Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 13 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD
SST
SB

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 13 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

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

The projects are substantially complete, and the retainage is being reduced from 5% to 1% to cover turf establishment. The warranty period will commence with the approval of this payment.

I recommend approval of Pay Voucher No. 13, in the amount of \$199,480.97 (\$164,993.22 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$33,249.15 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$1,238.60 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 for work on City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements), for work through July 31, 2019.

SWD/nh

Attachments: Pay Voucher No. 13

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

ESTIMATE NO: 13 (Thirteen)
DATE: August 12, 2019
PERIOD ENDING: July 31, 2019
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

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

Original Contract Amount\$4,189,854.00
Total Addition (Change Order No. 2, 4, 5, 6, 7, and 8).....\$237,125.50
Total Deduction (Change Order No. 1)(\$114,728.75)
Total Contract Amount.....\$4,312,250.75
Total Value of Work to Date.....\$4,181,090.37
Less Retained (1%).....\$41,810.90
Less Previous Payment.....\$3,939,798.50
Total Approved for Payment this Voucher.....\$199,480.97
Total Payments including this Voucher\$4,139,279.47

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2019.

Signed by: _____ August 12, 2019
Thomas J. Kaldunski, City Engineer

Signed by: _____
McNamara Contracting, Inc. _____
Date

Signed by: _____ August 12, 2019
George Tourville, Mayor

PAYMENT DETAIL LIST

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

Schedule: A									
Description: CP 2015-09D Street Improvements									
Item No.	Mn/DOT No.	Item Description		Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION		LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00
2	2031.602	FIELD OFFICE		EACH	1.00	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
3	2101.501	CLEARING		ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
4	2101.502	CLEARING		TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
5	2101.506	GRUBBING		ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
6	2101.507	GRUBBING		TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
7	2104.501	REMOVE CURB & GUTTER		LIN FT	12550.00	12,493.00	\$ 3.00	\$ 37,650.00	\$ 37,479.00
8	2104.503	REMOVE BITUMINOUS WALK		SQ FT	33500.00	37,119.00	\$ 0.25	\$ 8,375.00	\$ 9,279.75
9	2104.505	REMOVE CONCRETE WALK		SQ YD	1355.00	1,119.00	\$ 6.00	\$ 8,130.00	\$ 6,714.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT		SQ YD	670.00	756.00	\$ 9.00	\$ 6,030.00	\$ 6,804.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT		SQ YD	40515.00	40,515.00	\$ 1.00	\$ 40,515.00	\$ 40,515.00
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	2115.00	2,142.50	\$ 2.00	\$ 4,230.00	\$ 4,285.00
13	2104.523	SALVAGE SIGN TYPE C		EACH	61.00	61.00	\$ 37.00	\$ 2,257.00	\$ 2,257.00
14	2104.523	SALVAGE SIGN TYPE D		EACH	2.00	2.00	\$ 175.00	\$ 350.00	\$ 350.00
15	2104.601	PROTECT LIGHTING SYSTEM		LUMP SUM	1.00	1.00	\$ 3,700.00	\$ 3,700.00	\$ -
16	2105.501	COMMON EXCAVATION (P)		CU YD	29758.00	29,758.00	\$ 15.00	\$ 446,370.00	\$ 446,370.00
17	2105.507	SUBGRADE EXCAVATION (EV)		CU YD	690.00	1,893.98	\$ 23.00	\$ 15,870.00	\$ 43,561.54
18	2105.522	SELECT GRANULAR BORROW (CV) (P)		CU YD	19490.00	19,490.00	\$ 13.00	\$ 253,370.00	\$ 253,370.00
19	2105.543	STABILIZING AGGREGATE		TON	200.00	91.25	\$ 35.00	\$ 7,000.00	\$ 3,193.75
20	2105.601	DEWATERING		LUMP SUM	1.00	1.00	\$ 1.00	\$ 1.00	\$ -
21	2105.604	GEOTEXTILE FABRIC TYPE V		SQ YD	27500.00	25,607.00	\$ 1.00	\$ 27,500.00	\$ 25,607.00
22	2112.604	SUBGRADE PREPARATION (P)		SQ YD	16615.00	16,615.00	\$ 0.50	\$ 8,307.50	\$ 8,307.50
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)		TON	100.00	73.75	\$ 120.00	\$ 12,000.00	\$ 8,850.00
24	2130.501	WATER		M GALLON	100.00	100.00	\$ 35.00	\$ 3,500.00	\$ 3,500.00
25	2211.501	AGGREGATE BASE CLASS 5		TON	21010.00	18,344.97	\$ 7.50	\$ 157,575.00	\$ 137,587.28
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1		TON	200.00	271.30	\$ 35.00	\$ 7,000.00	\$ 9,495.50
27	2232.604	EDGE MILL BITUMINOUS SURFACE		SQ YD	400.00	44.00	\$ 2.50	\$ 1,000.00	\$ 110.00
28	2301.607	HIGH EARLY STRENGTH CONCRETE		CU YD	100.00	162.00	\$ 15.00	\$ 1,500.00	\$ 2,430.00
29	2331.603	JOINT ADHESIVE (MASTIC)		LIN FT	19000.00	15,057.00	\$ 0.55	\$ 10,450.00	\$ 8,281.35
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)		TON	8603.00	8,179.32	\$ 45.00	\$ 387,135.00	\$ 368,089.40
31	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)		TON	5101.00	4,528.94	\$ 45.00	\$ 229,545.00	\$ 203,802.30
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)		EACH	5.00	4.00	\$ 700.00	\$ 3,500.00	\$ 2,800.00
33	2502.541	4" PERF PVC PIPE DRAIN		LIN FT	10000.00	9,915.22	\$ 4.00	\$ 40,000.00	\$ 39,660.88
34	2506.522	ADJUST FRAME & RING CASTING		EACH	7.00	6.00	\$ 750.00	\$ 5,250.00	\$ 4,500.00
35	2521.501	6" CONCRETE WALK		SQ FT	26920.00	26,689.00	\$ 4.75	\$ 127,870.00	\$ 126,772.75
36	2521.511	3" BITUMINOUS WALK		SQ FT	70000.00	64,976.00	\$ 1.25	\$ 87,500.00	\$ 81,220.00
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	16050.00	13,908.00	\$ 11.25	\$ 180,562.50	\$ 156,465.00
38	2531.501	CONCRETE CURB & GUTTER DESIGN B624		LIN FT	25.00	64.00	\$ 26.60	\$ 665.00	\$ 1,702.40
39	2531.502	CONCRETE CURB DESIGN B6		LIN FT	35.00	69.00	\$ 12.20	\$ 427.00	\$ 841.80
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT		SQ YD	900.00	788.00	\$ 62.00	\$ 55,800.00	\$ 48,856.00
41	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)		LIN FT	100.00	121.00	\$ 22.50	\$ 2,250.00	\$ 2,722.50
42	2531.603	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT		LIN FT	1300.00	1,088.00	\$ 11.50	\$ 14,950.00	\$ 12,512.00
43	2531.604	8" CONCRETE VALLEY GUTTER		SQ YD	60.00	92.00	\$ 82.00	\$ 4,920.00	\$ 7,544.00
44	2531.604	6" WING APRON		SQ YD	250.00	277.00	\$ 47.00	\$ 11,750.00	\$ 13,019.00
45	2531.618	TRUNCATED DOMES		SQ FT	604.00	560.00	\$ 40.00	\$ 24,160.00	\$ 22,400.00
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE		LUMP SUM	1.00	2.47	\$ 10,000.00	\$ 10,000.00	\$ 24,700.00
47	2540.603	LANDSCAPE EDGER - STEEL		LIN FT	35.00	35.00	\$ 15.00	\$ 525.00	\$ -
48	2550.602	ADJUST HANDHOLE		EACH	4.00	9.00	\$ 700.00	\$ 2,800.00	\$ 6,300.00
49	2557.501	WIRE FENCE DESIGN 48V-9322		LIN FT	1070.00	1,011.00	\$ 26.00	\$ 27,820.00	\$ 26,286.00

50	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
51	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	100.00	44.00	\$	22.00	\$	2,200.00	\$	968.00
52	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	24.00	24.00	\$	65.00	\$	1,560.00	\$	1,560.00
53	2564.531	SIGN PANELS TYPE C	SQ FT	604.00	640.74	\$	33.00	\$	19,932.00	\$	21,144.42
54	2564.537	INSTALL SIGN TYPE C	EACH	1.00	3.00	\$	185.00	\$	185.00	\$	555.00
55	2564.537	INSTALL SIGN TYPE D	EACH	2.00	2.00	\$	420.00	\$	840.00	\$	840.00
56	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	21.00	17.00	\$	57.00	\$	1,197.00	\$	969.00
57	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1.00	1.00	\$	21,000.00	\$	21,000.00	\$	21,000.00
58	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$	7,700.00	\$	7,700.00	\$	7,700.00
59	2573.502	SILT FENCE; TYPE MS	LIN FT	15000.00	12,133.00	\$	2.00	\$	30,000.00	\$	24,266.00
60	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	81.00	\$	150.00	\$	6,300.00	\$	12,150.00
61	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	7500.00	650.00	\$	2.00	\$	15,000.00	\$	1,300.00
62	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	3,500.00	\$	3,500.00	\$	-
63	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
64	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.23	\$	10,000.00	\$	10,000.00	\$	2,300.00
65	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	5000.00	4,110.00	\$	23.00	\$	115,000.00	\$	94,530.00
66	2575.511	MULCH MATERIAL TYPE 1	TON	12.00		\$	190.00	\$	2,280.00	\$	-
67	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	2000.00	3,687.00	\$	2.00	\$	4,000.00	\$	7,374.00
68	2575.605	SEED MIXTURE 25-131	ACRE	1.50	2.52	\$	1,700.00	\$	2,550.00	\$	4,284.00
69	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	0.25	0.32	\$	2,100.00	\$	525.00	\$	672.00
70	2575.605	SEED MIXTURE 35-221	ACRE	1.50	1.50	\$	2,800.00	\$	4,200.00	\$	4,200.00
71	2575.605	SEED MIXTURE 25-121	ACRE	2.50	2.50	\$	1,250.00	\$	3,125.00	\$	3,125.00
72	2575.607	LANDSCAPE ROCK	CU YD	10.00	5.00	\$	115.00	\$	1,150.00	\$	575.00
73	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	21000.00	20,375.00	\$	1.15	\$	24,150.00	\$	23,431.25
74	2582.501	PAVT MSSG EPOXY GR IN	SQ FT	336.00	315.00	\$	18.00	\$	6,048.00	\$	5,670.00
75	2582.502	4" SOLID LINE EPOXY GR IN	LIN FT	12300.00	12,433.00	\$	0.45	\$	5,535.00	\$	5,594.85
76	2582.502	8" SOLID LINE EPOXY GR IN	LIN FT	350.00	354.00	\$	2.50	\$	875.00	\$	885.00
77	2582.502	12" SOLID LINE EPOXY GR IN	LIN FT	155.00	182.00	\$	8.50	\$	1,317.50	\$	1,547.00
78	2582.502	8" DOTTED LINE EPOXY GR IN	LIN FT	135.00	103.00	\$	3.50	\$	472.50	\$	360.50
79	2582.502	4" DBLE SOLID LINE EPOXY GR IN	LIN FT	6900.00	7,550.00	\$	0.90	\$	6,210.00	\$	6,795.00
80	2582.503	CROSSWALK EPOXY GR IN	SQ FT	1212.00	1,374.00	\$	6.50	\$	7,878.00	\$	8,931.00

Schedule A Subtotal:

\$ 2,755,080.00 \$ 2,641,488.72

Schedule: B
Description: CP 2015-09D Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2110.00	1,968.00	\$ 10.00	\$ 21,100.00	\$ 19,680.00
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	20.00	20.00	\$ 325.00	\$ 6,500.00	\$ 6,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	15.00	16.00	\$ 700.00	\$ 10,500.00	\$ 11,200.00
4	2104.602	REMOVE CATCH BASIN TOP SLAB	EACH	3.00	3.00	\$ 150.00	\$ 450.00	\$ 450.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	518.00	518.00	\$ 16.25	\$ 8,417.50	\$ 8,417.50
6	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 110.00	\$ 220.00	\$ 220.00
7	2502.521	6" PVC PIPE DRAIN	LIN FT	40.00	40.00	\$ 28.00	\$ 1,120.00	\$ 1,120.00
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	173.00	156.00	\$ 7.00	\$ 1,211.00	\$ 1,092.00
9	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1.00	1.00	\$ 360.00	\$ 360.00	\$ 360.00
10	2502.602	6" KNIFE VALVE AND BOX	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
11	2502.602	CORE DRAIN TILE	EACH	1.00	15.00	\$ 425.00	\$ 425.00	\$ 6,375.00
12	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	2287.00	2,267.00	\$ 30.00	\$ 68,610.00	\$ 68,010.00
13	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	484.00	484.00	\$ 36.50	\$ 17,666.00	\$ 17,666.00
14	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	155.00	161.00	\$ 44.00	\$ 6,820.00	\$ 7,084.00
15	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	162.00	162.00	\$ 63.00	\$ 10,206.00	\$ 10,206.00
16	2503.602	CONSTRUCT BULKHEAD	EACH	3.00	7.00	\$ 500.00	\$ 1,500.00	\$ 3,500.00
17	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	11.00	\$ 1,200.00	\$ 10,800.00	\$ 13,200.00
18	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	5.00	5.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
19	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	21.00	21.00	\$ 2,825.00	\$ 59,325.00	\$ 59,325.00
20	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3.00	3.00	\$ 4,200.00	\$ 12,600.00	\$ 12,600.00
21	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
22	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	1.00	1.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
23	2506.502	CONST DRAINAGE STRUCTURE DES 96-4020	EACH	1.00	1.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00
24	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	14.00	14.00	\$ 1,000.00	\$ 14,000.00	\$ 14,000.00
25	2506.602	FURNISH & INSTALL NEW MANHOLE TOP SLAB	EACH	3.00	3.00	\$ 1,225.00	\$ 3,675.00	\$ 3,675.00
26	2506.602	CONST DRAINAGE STRUCTURE DES 2'X3' CB	EACH	13.00	13.00	\$ 1,775.00	\$ 23,075.00	\$ 23,075.00
27	2511.501	RANDOM RIPRAP CLASS III	CU YD	10.00	10.00	\$ 120.00	\$ 1,200.00	\$ 1,200.00
28	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	42.00	41.00	\$ 2.50	\$ 105.00	\$ 102.50
29	2574.525	FILTER TOPSOIL BORROW	CU YD	100.00	200.00	\$ 37.00	\$ 3,700.00	\$ 7,400.00
30	2575.605	SEED MIXTURE 33-261	ACRE	0.50	0.50	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00

Schedule B Subtotal: \$ 313,685.50 \$ 326,558.00

Schedule: C
Description: CP 2015-09D Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00	182.00	\$ 9.50	\$ 1,520.00	\$ 1,729.00
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	10.00	\$ 750.00	\$ 8,250.00	\$ 7,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	10.00	\$ 100.00	\$ 1,200.00	\$ 1,000.00
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00	1.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00
5	2504.602	WATERMAIN OFFSET	EACH	2.00	1.00	\$ 17,000.00	\$ 34,000.00	\$ 17,000.00
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00	10.00	\$ 900.00	\$ 10,800.00	\$ 9,000.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	13.00	\$ 6,250.00	\$ 68,750.00	\$ 81,250.00
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	18.00	\$ 1,500.00	\$ 18,000.00	\$ 27,000.00
9	2504.602	ADJUST CURB STOP	EACH	5.00	5.00	\$ 80.00	\$ 400.00	\$ -
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	8.00	\$ 600.00	\$ 7,200.00	\$ 4,800.00
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ -
12	2504.604	4" POLYSTYRENE INSULATION	SQ YD	100.00	100.00	\$ 36.00	\$ 3,600.00	\$ -
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	165.00	\$ 6.00	\$ 6,000.00	\$ 990.00

Schedule C Subtotal: \$ 176,220.00 \$ 151,869.00

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

Schedule: E						
Description: CP 2015-09D College Trail Berm Reconstruction						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2101.502	CLEARING	TREE	2.00	2.00	\$ 105.00
2	2101.507	GRUBBING	TREE	2.00	2.00	\$ 105.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00	30.00	\$ 13.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00	1.00	\$ 800.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00	1.00	\$ 30.00
6	2104.604	SALVAGE SHOREMAX	SQ YD	15.00	15.00	\$ 15.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	300.00	300.00	\$ 17.00
8	2105.601	SITE GRADING	LUMP SUM	1.00	1.00	\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00	300.00	\$ 10.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00	36.00	\$ 60.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	1.00	1.00	\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00	1.00	\$ 3,600.00
14	2540.604	INSTALL SHOREMAX	SQ YD	15.00	15.00	\$ 100.00
15	2573.502	SILT FENCE: TYPE MS	LIN FT	65.00	550.00	\$ 4.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40	0.40	\$ 190.00
17	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	100.00	276.00	\$ 4.50
18	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 2,000.00
19	2575.605	SEED MIXTURE 25-121	ACRE	0.10	0.10	\$ 1,200.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00	700.00	\$ 1.25
					Schedule E Subtotal:	
					\$	29,931.00 \$ 31,787.00

Alternate: 1						
Description: CP 2015-09D 80th Street Crossing						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00	360.00	\$ 8.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00	12.50	\$ 24.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00	19.00	\$ 45.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00	43.00	\$ 5.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00	2.00	\$ 38.00
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00	10.00	\$ 80.00
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	2.00	4.30	\$ 300.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1.00	2.20	\$ 300.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00	112.00	\$ 16.20
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00	216.00	\$ 10.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00	38.00	\$ 40.00
12	2565.616	REVERSE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$ 13,500.00
13	2582.503	CROSSWALK EPOXY GR IN	SQ FT	480.00	450.00	\$ 7.00
					Alternate 1 Subtotal:	
					\$	24,456.00 \$ 28,344.40

Schedule:	F
Description:	CP 2018-08 Fire Station No. 2 Water Main Improvements

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

\$	19,175.00	\$	17,975.00
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Schedule:	G
Description:	CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements

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

Schedule C Subtotal:

Schedule:	H
Description:	CP 2018-11 Fire Station No. 2 Fiber Optic Improvements

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

Schedule D Subtotal:

COST SUMMARY

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

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2015-09D Street Improvements	\$ 2,755,080.00	\$ 2,641,488.72
B	CP 2015-09D Storm Sewer Improvements	\$ 313,685.50	\$ 326,558.00
C	CP 2015-09D College Trail Berm Reconstruction	\$ 29,931.00	\$ 31,787.00
D	CP 2015-09D Water Main Improvements	\$ 176,220.00	\$ 151,869.00
E	CP 2015-09D Sanitary Sewer Improvements	\$ 30,525.00	\$ 23,000.00
1	CP 2015-09D 80th Street Crossing	\$ 24,456.00	\$ 28,344.40
F	CP 2018-08 Fire Station No. 2 Water Main Improvements	\$ 19,175.00	\$ 17,975.00
G	CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements	\$ 14,950.00	\$ 12,990.00
H	CP 2018-11 Fire Station No. 2 Fiber Optic Improvements	\$ 1,150.00	\$ -
Total Base Cost		\$ 3,329,897.50	\$ 3,203,047.12
Change Order No. 2 (Schedules F, G, and H)		\$ 35,275.00	\$ 30,965.00
Change Order No. 4		\$ 81,915.75	\$ 81,915.75
Change Order No. 7		\$ 33,934.04	\$ 33,934.04
Total Contract Amount		\$ 3,481,022.29	
Contract Work Completed To Date			\$ 3,349,861.91
Retainage		1.00%	\$ 33,498.62
Previous Payments			\$ 3,150,131.47
Amount Due This Partial Payment #13			\$ 166,231.82

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2019-09B – Seal Coat

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

ASB

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund (440)

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2019-09B – Seal Coat.

SUMMARY

The improvements were ordered as part of the 2019 Pavement Management Program. The contract was awarded in the amount of \$367,925.91 to Pearson Bros, Inc. on April 22, 2019 for City Project No. 2018-09B – Seal Coat.

The project is substantially complete, and the warranty period will commence with the approval of this pay voucher. A 5% retainage will be held until final quantities and costs are agreed to with the contractor.

I recommend approval of Pay Voucher No. 1 in the amount of \$321,373.21, for City Project No. 2019-09B – Seal Coat.

TJK/jdm

Attachments: Pay Voucher No. 1

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1)
DATE: August 12, 2019
PERIOD ENDING: July 31, 2019
CONTRACT: 2019 Pavement Management Program
PROJECT NO: 2019-09B Seal Coat

TO: Pearson Bros, Inc.
11079 Lamont Ave. NE
Hanover, MN 55341

Original Contract Amount	\$367,925.91
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$367,925.91
Total Value of Work to Date.....	\$338,287.59
Less Retained (5%).....	\$16,914.38
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$321,373.21
Total Payments including this Voucher	\$321,373.21

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2019.

Signed by: Thomas J. Kaldunski August 12, 2019
Thomas J. Kaldunski, City Engineer

Signed by: _____
Pearson Bros, Inc. Date

Signed by: _____
George Tourville, Mayor August 12, 2019

PAYMENT #1
2019 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2019-09B

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	20	15	\$ 80.00	\$ 1,600.00	\$ 1,200.00
2	Seal Coating (FA-2 Class A Trap Rock)	SY	26,897	26,800	\$ 1.02	\$ 27,434.94	\$ 27,336.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	8,070	7,300	\$ 1.25	\$ 10,087.50	\$ 9,125.00
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 1 Subtotal						\$ 41,722.44	\$ 40,261.00

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	25	10	\$ 80.00	\$ 2,000.00	\$ 800.00
2	Seal Coating (FA-2 Class A Trap Rock)	SY	31,079	30,900	\$ 1.02	\$ 31,700.58	\$ 31,518.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	10,566	9,500	\$ 1.25	\$ 13,207.50	\$ 11,875.00
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 2 Subtotal						\$ 49,508.08	\$ 46,793.00

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	35	25	\$ 80.00	\$ 2,800.00	\$ 2,000.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	1,250	1,100	\$ 3.85	\$ 4,812.50	\$ 4,235.00
3	Seal Coating (FA-2 Class A Trap Rock)	SY	49,273	49,017	\$ 1.02	\$ 50,258.46	\$ 49,997.34
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	16,752	15,397	\$ 1.25	\$ 20,940.00	\$ 19,246.25
5	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
6	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 3 Subtotal						\$ 81,410.96	\$ 78,078.59

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	8	5	\$ 80.00	\$ 640.00	\$ 400.00
2	Seal Coating (FA-2 Class A Trap Rock)	SY	3,574	3,500	\$ 1.02	\$ 3,645.48	\$ 3,570.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	1,072	1,000	\$ 1.25	\$ 1,340.00	\$ 1,250.00
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
5	Linear Markings 12" Width Latex Solid White	LF	102		\$ 3.80	\$ 387.60	\$ -
6	Crosswalk Marking Paint White Latex	SF	240		\$ 4.00	\$ 960.00	\$ -
7	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 4 Subtotal						\$ 9,573.08	\$ 7,820.00

Item No.	Base Bid Schedule 5 (Area 5)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	25	12	\$ 80.00	\$ 2,000.00	\$ 960.00
2	Seal Coating (FA-2 Class A Trap Rock)	SY	33,728	33,500	\$ 1.02	\$ 34,402.56	\$ 34,170.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	11,466	10,300	\$ 1.25	\$ 14,332.50	\$ 12,875.00
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 5 Subtotal						\$ 53,335.06	\$ 50,605.00

Item No.	Base Bid Schedule 6 (Area 6)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	16	10	\$ 80.00	\$ 1,280.00	\$ 800.00
2	Seal Coating (FA-2 Class A Trap Rock)	SY	16,453	16,400	\$ 1.02	\$ 16,782.06	\$ 16,728.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	5,594	5,050	\$ 1.25	\$ 6,992.50	\$ 6,312.50
4	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
5	Pavement Message (Right Turn Arrow) Latex	EA	6		\$ 90.00	\$ 540.00	\$ -
6	Linear Markings 4" Width Latex Solid White	LF	12,300		\$ 0.15	\$ 1,845.00	\$ -
7	Linear Markings 4" Width Latex Double Yellow	LF	5,700		\$ 0.32	\$ 1,824.00	\$ -
8	Linear Markings 12" Width Latex Solid Yellow	LF	45		\$ 3.80	\$ 171.00	\$ -
9	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 6 Subtotal						\$ 32,034.56	\$ 26,440.50

Item No.	Base Bid Schedule 7 (Area 7)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	10	5	\$ 80.00	\$ 800.00	\$ 400.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	1,100	980	\$ 3.85	\$ 4,235.00	\$ 3,773.00
3	Seal Coating (FA-2 Class A Trap Rock)	SY	8,863	8,800	\$ 1.02	\$ 9,040.26	\$ 8,976.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	3,013	2,750	\$ 1.25	\$ 3,766.25	\$ 3,437.50
5	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
6	Pavement Message (Right Turn Arrow) Latex	EA	2		\$ 90.00	\$ 180.00	\$ -
7	Linear Markings 4" Width Latex Solid White	LF	180		\$ 0.15	\$ 27.00	\$ -
8	Linear Markings 4" Width Latex Double Yellow	LF	2,250		\$ 0.32	\$ 720.00	\$ -
9	Linear Markings 12" Width Latex Solid White	LF	180		\$ 3.80	\$ 684.00	\$ -
10	Linear Markings 24" Width Latex Solid White	LF	28		\$ 4.00	\$ 112.00	\$ -
11	Linear Markings 24" Width Latex Solid Yellow	LF	40		\$ 4.00	\$ 160.00	\$ -
12	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Schedule 7 Subtotal						\$ 22,324.51	\$ 19,186.50

Base Bid (Schedules 1-7) Total: \$ 289,908.69 \$ 269,184.59

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	10	\$ 80.00	\$ 1,200.00	\$ 800.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	4,000	3,550	\$ 3.85	\$ 15,400.00	\$ 13,667.50
3	Seal Coating (FA-2 Class A Trap Rock)	SY	33,585	33,400	\$ 1.02	\$ 34,256.70	\$ 34,068.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	11,418	10,300	\$ 1.25	\$ 14,272.50	\$ 12,875.00
5	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
6	Pavement Message (Left Turn Arrow) Latex	EA	4		\$ 90.00	\$ 360.00	\$ -
7	Pavement Message (Right/Thru Arrow) Latex	EA	2		\$ 105.00	\$ 210.00	\$ -
8	Linear Markings 4" Width Latex Solid White	LF	10,350		\$ 0.10	\$ 1,035.00	\$ -
9	Linear Markings 4" Width Latex Double Yellow	LF	6,070		\$ 0.22	\$ 1,335.40	\$ -
10	Crosswalk Marking Paint White Latex	SF	252		\$ 8.00	\$ 2,016.00	\$ -
11	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Alternate B Total						\$ 72,685.60	\$ 64,010.50

Item No.	Bid Alternate C	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Lot Sweeping	Hours	4	3	\$ 80.00	\$ 320.00	\$ 240.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	200	170	\$ 3.85	\$ 770.00	\$ 654.50
3	Seal Coating (FA-2 Class A Trap Rock)	SY	1,156	1,150	\$ 1.02	\$ 1,179.12	\$ 1,173.00
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	370	340	\$ 1.25	\$ 462.50	\$ 425.00
5	Seal Coat Test Strip	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
6	Traffic Control	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Alternate C Total						\$ 5,331.62	\$ 5,092.50

Subtotal (Alternates B, C): \$ 78,017.22 \$ 69,103.00

Total Base Bid + Alternates B, C: \$ 367,925.91 \$ 338,287.59

Original Contract Amount: \$ 367,925.91 \$ 338,287.59

Current Contract Amount: \$ 367,925.91 \$ 338,287.59

Contract Work Completed to Date:	\$ 338,287.59
Retainage (5%):	\$ 16,914.38
Previous Payment:	\$ -
Amount due this Payment #1:	\$ 321,373.21

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposals for Consultant Construction Services from Emmons & Olivier Resources Inc. and Bolton & Menk, Inc. for the Scenic Hills Development, Phase 1 (Suite Living Senior Care Facility)

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD
 SBT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer-provided engineering escrow account

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for consultant construction services from Emmons & Olivier Resources Inc. and Bolton & Menk, Inc. for the Scenic Hills Development, Phase 1 (Suite Living Senior Care Facility)

SUMMARY

The Scenic Hills Development will consist of the construction of approximately 68 new single-family homes (Phases 2-4) and a 32-unit senior care facility (Phase 1) with associated streets, utilities, and stormwater treatment facilities.

Emmons & Olivier Resources (EOR) and Bolton & Menk (B&M), as part of the engineering consultant pool, were asked to submit a proposal for consultant construction services for the Scenic Hills Development in the Northwest Area (NWA). EOR's scope of work, as the NWA water resources consultant, includes shop drawing review for overflow and control structures and field inspections for wetland protection, regional basins, and infiltration basins to ensure compliance with NWA storm water requirements as outlined in their proposal. B&M's scope of work, as the NWA trunk sewer and water consultant, includes shop drawing review and field inspections of the lift station and force main system to ensure compliance with the NWA sewer system as outlined in their proposal. Due to the complexity of work and expertise needed for portions of this project, a consultant trained and licensed in the respective field is necessary. EOR and B&M have been selected by the developer from the City's Consultant Engineers pool and have already been involved with the review of the project plans and approvals.

Attached are the proposals submitted by EOR and B&M. The total estimated cost for EOR's stormwater shop drawing review and construction inspection services are \$5,500. The total estimated cost for B&M's lift station and force main shop drawing review and construction inspection services is \$6,600. Funding source for these services will be from the Scenic Hills Engineering Escrow fund provided by the developer per the development documents.

Staff recommends that the Council adopt the resolution accepting the proposals from Emmons & Olivier Resources, Inc. in the amount of \$5,500 and Bolton & Menk, Inc. in the amount of \$6,600 for consultant construction services for the Scenic Hills Development.

SWD/kf

Attachment: Resolution
 Proposals

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A PROPOSALS FOR CONSULTANT CONSTRUCTION SERVICES FROM
EMMONS & OLIVIER RESOURCES, INC. AND BOLTON & MENK, INC. FOR THE SCENIC HILLS
DEVELOPMENT, PHASE 1 (SUITE LIVING SENIOR CARE FACILITY)**

RESOLUTION NO. _____

WHEREAS, the Scenic Hills Development, which consists of approximately 68 new single-family homes (phases 2-4) and a 32-unit senior care living facility (phase 1) with associated streets, utilities, and stormwater treatment facilities is proposed to be constructed; and

WHEREAS, in order to complete construction, assistance of a consulting engineering firm is required for shop drawing review and field inspection specialty services to meet the Northwest Area (NWA) storm water facility and sanitary sewer system requirements on the Scenic Hills Development;

WHEREAS, City staff requested, and received, a proposal from Emmons & Olivier Resources, Inc. for NWA stormwater consultant construction services; and

WHEREAS, City staff requested, and received, a proposal from Bolton & Menk, Inc. for NWA sanitary sewer force main and lift station consultant construction services; and

WHEREAS, based on the experience of the firms, the scope and associated fee for the proposed services, their familiarity with the Scenic Hills development their selection by the developer, it was decided that Emmons & Olivier Resources, Inc. and Bolton & Menk, Inc. be selected from the City's engineering consultant pool for consultant construction services, plan review and field inspections of NWA storm water and sanitary sewer facilities for the Scenic Hills Development.

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

1. The proposal from Emmons & Olivier Resources, Inc. is accepted, and staff is authorized to enter into a contract in the amount of \$5,500 for stormwater facility consultant construction services as outlined in their August 6, 2019 proposal.
2. The proposal from Bolton & Menk, Inc. is accepted, and staff is authorized to enter into a contract in the amount of \$6,600 for sanitary sewer facility, force main and lift station, consultant construction services as outlined in their August 7, 2019 proposal.
2. Funding is provided through the Scenic Hills Engineering Escrow Account provided by the developer in accordance with the development documents.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of August 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk

Project	Scenic Hills	Date	August 06, 2019
To	Steve Dodge, PE; Inver Grove Heights	Contact Info	sdodge@invergroveheights.org
Cc	Tom Kaldunski, PE; Inver Grove Heights	Contact Info	tkaldunski@invergroveheights.org
Cc	Brett H. Emmons, PE	Contact Info	bemmons@eorinc.com
From	Paula Kalinosky, PE Kyle Crawford, PE	Contact Info	pkalinosky@eorinc.com kcrawford@eorinc.com
Regarding	Construction Observation, Scenic Hill Phase I		

Scope of Services for Construction Observations, Scenic Hills, Phase I

The following is a fee estimate for field services for Phase I construction of the Scenic Hills subdivision. We have included time for field services during the mass grading of the site, as well as during storm sewer and stormwater management BMP construction, to occur in 2019 through 2020.

This fee estimate is based on our recent experience during the construction phases of Blackstone Vista and Blackstone Ponds. As with other projects, we intend to use EIT staff where applicable, and visit multiple sites each trip when possible to minimize costs. We anticipate involvement ensuring all stormwater management features within the Phase 01 portion of the subdivision, as well as those located immediately downstream, function for the objectives of erosion and flood prevention in addition to volume control.

Task 01: Field Service - Phase 01 (\$5,500)

Estimated costs for field services include reporting, correspondence and coordination, expenses, and project management.

- a. BMP Inspections (2) – EOR inspects erosion and sediment control BMPs after mass grading to confirm stormwater facilities and conveyances and Regional Basin EP-060b have been adequately protected during the construction phase. This estimate also includes one mid-construction inspection. Depending on site conditions and duration of construction activity, one or more mid-construction inspections might be needed to confirm appropriate construction phase BMP maintenance including sediment removal from temporary stormwater ponds.

Note: portions of proposed Phase 2 and Phase 3 also drain to Infiltration Basin 8. Future grading and stabilization in these areas will need to be accounted for in scheduling the final construction of the basin.

- b. Construction Observations (2-4) – EOR will be present on site during the final construction of Infiltration Basin 8 to observe native soils and confirm de-compaction to a depth of 12 inches, inspect granular fill, observe installation of drintile, and confirm appropriate installation of basin plantings.

Storm Sewer Installation (Optional) (~\$400 per visit) - EOR will conduct a site inspection during installation of storm sewer pipes and outlet structures to ensure conformity with approved plans.

- c. Review Shop Drawings and Asbuilt Survey Data – EOR will review asbuilt surveys for storm sewers and stormwater management facilities to confirm that the installation conforms to stormwater management performance standards. EOR will review shop drawing for basin outlet and overflow structures as requested by the City.

- d. Infiltration Testing (1) – EOR will perform water level monitoring following 2 large storm events. A total of 3 visits for each applicable storm event will be conducted (24, 48, 72 hour intervals following the storm)

Task 02: NPDES ESC Inspections (Optional) (\$300 - \$700 per Inspection)

The cost of individual erosion control inspections can vary depending on field conditions and the need to follow up with contractors or re-inspect. For a well-managed site of the type and size, typical inspection costs are expected to be roughly \$300. The estimated cost for this item includes reporting, correspondence and coordination, expenses, and project management.

- a. Weekly erosion & sediment control site inspections (April through November).
- b. Bi-weekly Erosion & sediment control site inspections (January through March).

Summary

The estimated cost of field services for Scenic Hill, Phase I is \$5,500; or more if Storm Sewer Installation Observations and/or NPDES erosion and sediment control Inspection services are requested. The figures shown above are estimates only. Actual costs will be billed hourly based on progress in the field during construction. The current billing rates for the time period when the work occurs will apply.



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

August 7, 2019

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

Re: Proposal for Professional Engineering Services
Scenic Hills Development – Lift Station Review
City of Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete a lift station review and construction services for the proposed Scenic Hills Development located just east of the 80th Street / Robert Trail intersection in the City of Inver Grove Heights.

According to our discussions, the Scenic Hills developer is proposing a lift station to serve the development. The lift station will utilize a 4-inch diameter forcemain to convey wastewater east along 80th Street to a point where an existing gravity system is available. The lift station will be designed by the developer and reviewed by Bolton & Menk for compliance with City standards.

Shop Drawing Review

\$3,600

Bolton & Menk will review shop drawings to ensure the proposed equipment meets City specifications/standards. This work includes electrical engineering review as well.

Construction Inspection

\$3,000

We will have staff available during construction to perform period inspections to ensure the lift station is being built to City specifications/standards. We have assumed approximately 20 hours of inspection at an hourly rate of \$150. This time includes being present for the lift station start-up.

Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of \$6,600.

Please be assured that we are committed to completing this study within the proposed schedule and cost and in accordance with all of your requirements and expectations.

Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

Bolton & Menk, Inc.

Brian Hilgardner, P.E.
Principal

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Establishing Parking Restrictions in the Intersection of 51st Street and Brent Avenue

Meeting Date: August 12, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

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

PURPOSE/ACTION REQUESTED

Consider resolution establishing parking restrictions in the intersection of 51st Street and Brent Avenue.

SUMMARY

The City received requests from residents in the area to improve the intersection to prevent issues with large vehicle turning movements in the area of 51st Street and Brent Avenue. A copy of the improvements planned by the Public Works Department are attached. Larger radii will be used on this intersection along with establishing the “No Parking” zone with signs as shown on Sheet 2. This work will be done by the Street Division once MnDOT completes their sound walls along 51st Street in September 2019.

Council will review and consider posting the intersection (approximately 500 feet) that is located in Inver Grove Heights as “No Parking” to provide adequate vehicle access and vehicle movements.

Public Works staff reviewed the request and agree that posting the intersection should eliminate any potential confusion and result in safer traffic conditions.

I recommend passage of the attached resolution which would authorize the posting of no parking signs on both sides of the intersection of 51st Street and Brent Avenue as outlined in this memo. Residents in the area were notified of this plan as illustrated by the attached July 30, 2019 letter. No responses were received as of the date this item was prepared.

SDT/kf

Attachments: Resolution
 Plan Sheets 1 and 2
 July 30, 2019 letter to residents

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS AT THE INTERSECTION OF 51ST
STREET AND BRENT AVENUE**

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 12th day of August 2019 by the City of Inver Grove Heights in Dakota County, Minnesota. The municipal corporation shall hereinafter be called the "City", WITNESSETH:

WHEREAS, the City has received requests from residents to improve large vehicle access and turning movement on both sides of the intersection in Inver Grove Heights; and

WHEREAS, after a review of the request by Public Works staff, staff recommends improvements and restricting parking in the intersection; and

WHEREAS, City Code Title 6, Chapter 3, and Minnesota State Statute 169.04 does authorize "Regulatory and Warning Sign Placement"; and

WHEREAS, Minnesota Statutes, Chapter 169.04, has been adopted by the City Council of Inver Grove Heights by reference as part of said City Code.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on both sides of the intersection at 51st Street and Brent Avenue; and

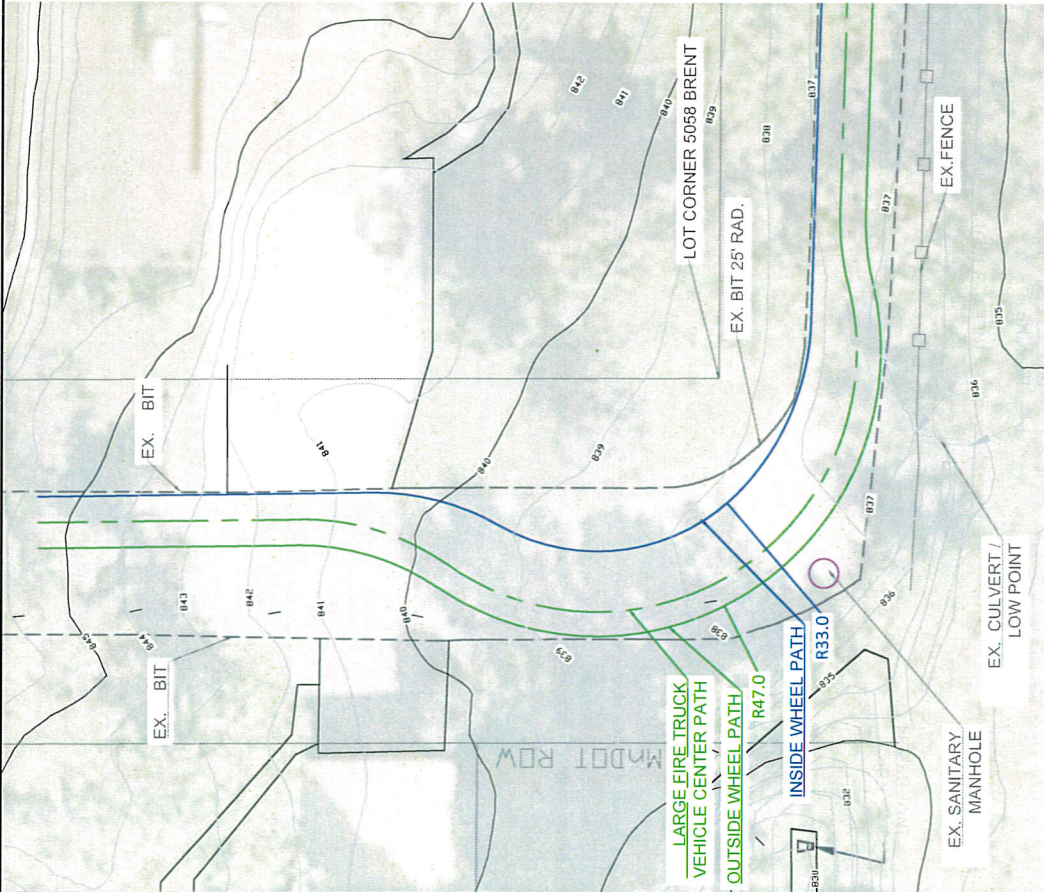
All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169.04, and the Highway Traffic Regulation Act.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of August 2019

George Tourville, Mayor

ATTEST:

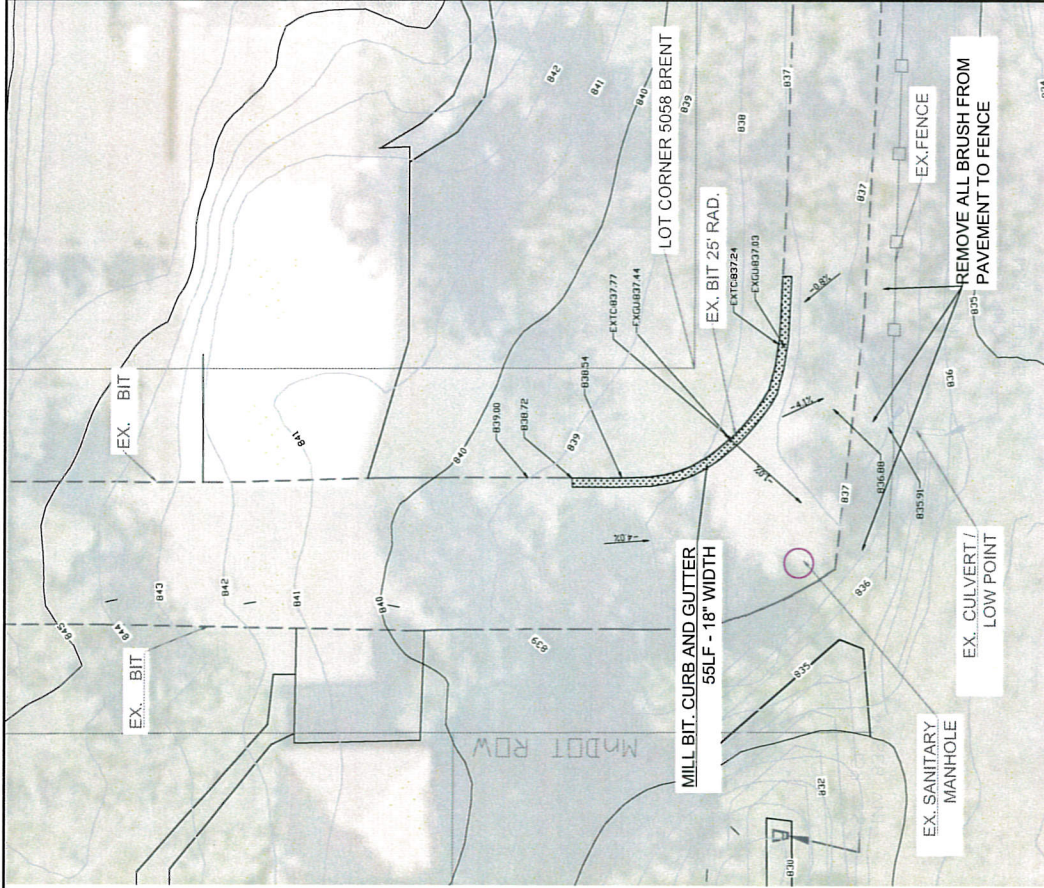
Joe Lynch, Interim Deputy Clerk



EXISTING CONDITIONS & LARGE FIRE TRUCK TURN ANALYSIS

LEGEND

- | | EXISTING BITUMINOUS
EXISTING FENCE | MILL EXISTING BIT. 18' WIDTH | PROPOSED NEW BIT., CURB & GUTTER | RESTORATION AREA
(6' FROM PROPOSED B/C) |
|-----|---------------------------------------|---|---|--|
| --- | --- |  |  |  |



REMOVALS





City of Inver Grove Heights

www.invergroveheights.org

July 30, 2019

Re: City Street Maintenance Project
Brent Avenue and 51st Street E.

Dear Resident/Property Owner:

The City of Inver Grove Heights will be performing street maintenance to improve the intersection of Brent Avenue and 51st Street E. Street maintenance crews will be widening the inner radius of the intersection. City staff will be preparing a resolution for City Council's approval for the posting of "No-Parking" signs near this intersection.

The work is planned to occur shortly after the MnDOT I-494 sound wall construction is complete. The MnDOT schedule has been delayed several times this summer; however, the most recent schedule proposed by MnDOT is to complete the sound wall in late August 2019.

Please contact Mike Wright, Engineering Technician, at 651-450-2574 with any questions or concerns.

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/mw

Attachments: Plan sheets

cc: Barry Underdahl, Street Maintenance Superintendent

Item 4O was moved to Regular Agenda Item 7B

**(Consider Receiving the Blaine Avenue/Seidl's Lake Park
Pedestrian Crossing Study, City Project No. 2019-03)**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving Petition, Ordering Feasibility Study, Ordering Assessment Benefit Analysis, and Ordering Geotechnical Investigation for 60th Street, 62nd Street and Bacon Avenue Improvements, City Project No. 2016-09G

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

ST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution Receiving the Petition, Ordering Feasibility Study, Ordering Assessment Benefit Analysis, and Ordering Geotechnical Investigation for 60th Street, 62nd Street and Bacon Avenue Improvements (City Project No. 2016-09G).

SUMMARY

The project is proposed in response to a valid petition received from residents along 60th Street, 62nd Street and Bacon Avenue. Twenty-five (25) property owners are in support of the street improvements per the petition. There are 44 properties in the proposed project area.

The City will prepare a feasibility study for the project to determine the costs and potential funding for the project. It is necessary to conduct a geotechnical investigation of the area streets to determine the recommended method of improving the bituminous surface. The City will seek a proposal from its consulting pool of engineering firms for the feasibility study and other engineering services. The City will conduct an assessment benefit analysis on the project. The City Attorney will be authorized to provide his services on the project.

I recommend passage of the resolution receiving the petition, ordering the preparation of a feasibility study, ordering an assessment benefit analysis and ordering a geotechnical investigation for City Project No. 2016-09G.

TJK/kf

Attachments: Resolution
 Petition
 Map

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RECEIVING PETITION, ORDERING FEASIBILITY STUDY, ORDERING
ASSESSMENT BENEFIT ANALYSIS, AND ORDERING GEOTECHNICAL INVESTIGATION
FOR 60TH STREET, 62ND STREET, AND BACON AVENUE, AS PART OF THE 2020
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09G**

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

<u>Project No.</u>	<u>Improvements</u>
2016-09G	60 th Street, 62 nd Street and Bacon Avenue Improvements

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

1. The petition is received.
2. The Public Works Director is hereby authorized to seek proposals for professional services to prepare feasibility reports, conduct assessment benefit analysis, conduct geotechnical investigations, and other professional engineering services on the proposed street improvements.
3. The City Attorney is hereby authorized to assist the City Engineer on this project.
4. Project funding is provided through the Pavement Management Fund, special assessments, franchise fee and utility funds.

Adopted this 12th day of August 2019 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



Date: 15 APRIL 2019

PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

- ☐ Construction of Sanitary Sewer and Necessary Appurtenances
- ☐ Construction of Storm Sewer and Necessary Appurtenances
- ☐ Construction of Water Mains and Necessary Appurtenances
- ☐ Construction of Sidewalks
- ☐ Installation of Curbs and Gutters
- ☐ Installation of Street Lighting
- ☒ Street Improvements (Street improvement type and scope is determined by the feasibility study, if ordered by City Council)
- ☐ Other (Specify): _____

DESCRIPTION OF STREET OR WORK AREA:

60TH, BACON + 62ND STREETS

Owner Information

1. JOHN + MARY LEE TURNER
Name
6070 BACON AVE
Address/PID No. (If no address, use PID No.)
2. JACKIE YUNKER
Name
6043 BACON AVE
Address/PID No. (If no address, use PID No.)
3. DOV RILCHER
Name
6028 BACON AVE
Address/PID No. (If no address, use PID No.)
4. Pam DeCorney
Name
6049 BACON AVE
Address/PID No. (If no address, use PID No.)

- 651-356-1101
Phone No.
JOHNSTURNER6070@GMAIL.COM
Email
- 651-457-1239
Phone No.

Email
- 651-457-7471
Phone No.

Email
- 651-457-7378
Phone No.
PAMELAMAE_05@yahoo.com
Email

Owner Information

16. Ken Petersen
Name
1861 60th St E IGH 55077
Address/PID No. (If no address, use PID No.)
Phone No. 651-497-9693
Email
17. Abby Walstead
Name
1820 60th St E IGH, MN 55077
Address/PID No. (If no address, use PID No.)
Phone No. 612-770-9408
Email abigail.walstead@hotmail.com
18. Kirstin Keppers-Bordsen
Name
1912 40th St E
Address/PID No. (If no address, use PID No.)
Phone No. 651-746-9653
Email kepp0009@yahoo.com
19. Andy George
Name
5980 Bacon Ave
Address/PID No. (If no address, use PID No.)
Phone No.
Email
20. Dinner Love
Name
Address/PID No. (If no address, use PID No.)
Phone No.
Email
21. Robert Haenggi
Name
5979 Bacon Ave
Address/PID No. (If no address, use PID No.)
Phone No. 651-734-5629
Email bobhaengg@yahoo.com
22. Matt Sperl
Name
5922 Bacon Ave
Address/PID No. (If no address, use PID No.)
Phone No. Sperl7846@gmail.com
Email
23. Julie Petersen
Name
6125 Bacon Ave.
Address/PID No. (If no address, use PID No.)
Phone No. 651-457-7572
Email apeat@comcast.net
24. Pick Kirohart
Name
6098 BACON ST
Address/PID No. (If no address, use PID No.)
Phone No. 651-451-4418
Email
25. Jonathan K Harley
Name
6013 Bacon Ave E
Address/PID No. (If no address, use PID No.)
Phone No. 651-450-4457
Email jharley@g.com
26. Tom Juntunen
Name
1911 60th St E
Address/PID No. (If no address, use PID No.)
Phone No. 651-500-5722
Email jjuntunen56@gmail.com

Owner Information

27. Rich Cassidy
Name
1963 60th St E TGH
Address/PID No. (If no address, use PID No.)
28. Matt Heiss
Name
1945 60th St. E.
Address/PID No. (If no address, use PID No.)
29. Tom Teisberg
Name
1929 60th St. E. IGH
Address/PID No. (If no address, use PID No.)
30. Jake Kuester
Name
5967 Buller Ave IGH
Address/PID No. (If no address, use PID No.)
31. _____
Name

Address/PID No. (If no address, use PID No.)
32. _____
Name

Address/PID No. (If no address, use PID No.)
33. _____
Name

Address/PID No. (If no address, use PID No.)
34. _____
Name

Address/PID No. (If no address, use PID No.)
35. _____
Name

Address/PID No. (If no address, use PID No.)
36. _____
Name

Address/PID No. (If no address, use PID No.)
37. _____
Name

Address/PID No. (If no address, use PID No.)

612-859-4087
Phone No.

Email

(651) 451-9477
Phone No.

Email

651-457-7809
Phone No.

Tom.Teisberg@gmail.com
Email

952-810-5929
Phone No.

jakuester@hotmail.com
Email

Phone No.

Email

Phone No.

Email

Phone No.

Email

Phone No.

Email

Phone No.

Email

Date: 4/5/19

PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

- ☐ Construction of Sanitary Sewer and Necessary Appurtenances
- ☐ Construction of Storm Sewer and Necessary Appurtenances
- ☐ Construction of Water Mains and Necessary Appurtenances
- ☐ Construction of Sidewalks
- ☐ Installation of Curbs and Gutters
- ☐ Installation of Street Lighting
- ☒ Street Improvements (Street improvement type and scope is determined by the feasibility study, if ordered by City Council)
- ☐ Other (Specify): _____

DESCRIPTION OF STREET OR WORK AREA:

60TH, BACON + 62ND STREETS

Owner Information

1. Jim Alexander
Name
2190 62nd St. E.
Address/PID No. (If no address, use PID No.)
2. Barbara O. Schlosser
Name
2060 62nd St E
Address/PID No. (If no address, use PID No.)
3. Kevin James Berkice
Name
2201 62nd St E.
Address/PID No. (If no address, use PID No.)
4. Greg Chik
Name
6155 Bacon Ave
Address/PID No. (If no address, use PID No.)

- (651) 457-0267
Phone No.
- _____
Email
- 651-457-8010
Phone No.
- _____
Email
- 651-306-1977
Phone No.
- _____
Email
- 612 695-0149
Phone No.
- _____
Email

Owner Information

5. Dave Eshum

Name

2005 62nd ST E

Address/PID No. (If no address, use PID No.)

6. Roger Rothstein

Name

2063 62nd ST E

Address/PID No. (If no address, use PID No.)

7. Jonathan / Sal Stone

Name

2106 62nd ST. E. ILL, MISSOURI

Address/PID No. (If no address, use PID No.)

8. _____

Name

Address/PID No. (If no address, use PID No.)

9. _____

Name

Address/PID No. (If no address, use PID No.)

10. _____

Name

Address/PID No. (If no address, use PID No.)

11. _____

Name

Address/PID No. (If no address, use PID No.)

12. _____

Name

Address/PID No. (If no address, use PID No.)

13. _____

Name

Address/PID No. (If no address, use PID No.)

14. _____

Name

Address/PID No. (If no address, use PID No.)

15. _____

Name

Address/PID No. (If no address, use PID No.)

612-381-6500

Phone No.

DESHUMW1@comcast.net

Email

651-451 8265

Phone No.

Email

651.485.3543

Phone No.

jsstone327@gmail.com

Email

Phone No.

Email

Phone No.

Email

Phone No.

Email

Phone No.

Email

Phone No.

Email

Phone No.

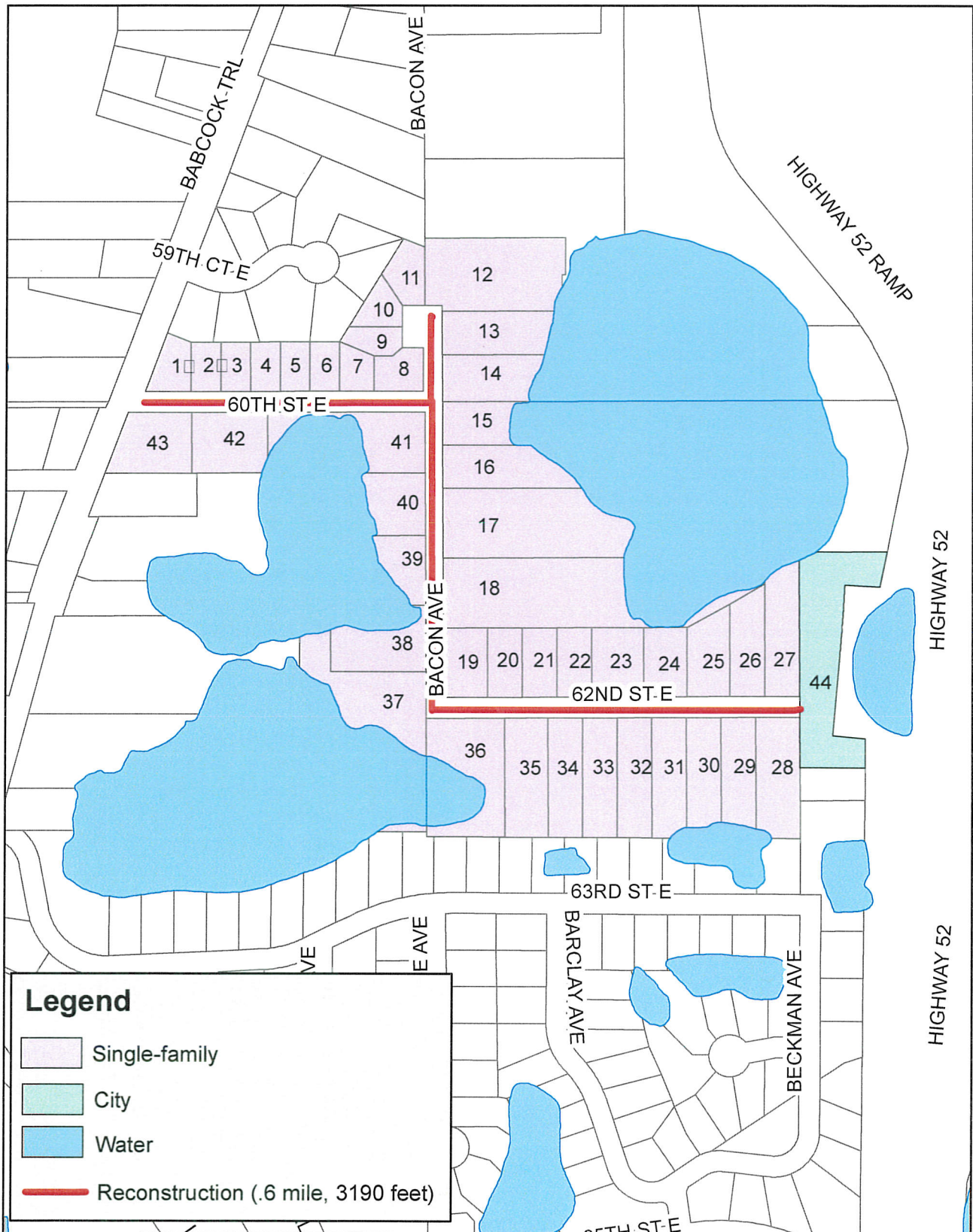
Email

Phone No.

Email

Phone No.

Email



08/07/19

City Project No. 2016-09G
60th St., 62nd St., and Bacon Ave.
Improvements



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Agenda Item 4Q

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering Feasibility Study and Assessment Benefit Analysis for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: August 12, 2019
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Assistant City Engineer
Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution Receiving Ordering Feasibility Study and Assessment Benefit Analysis for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

The project is being initiated by Council as part of the Pavement Management Program and Capital Improvement Plan. The project area will include 64th Street East, Bowman Avenue, Bowman Circle and Upper 64th Court East.

The City will prepare a feasibility study to determine the type and nature of improvements, costs and potential funding sources for the project. Geotechnical investigation of the area streets is being completed by the geotechnical firm Element, Inc. to determine the recommended method of road improvement.

The City will seek a proposal from its consulting pool an engineering firm to complete the feasibility study and from an appraisal firm to conduct an assessment benefit analysis. The City Attorney will be authorized to provide legal services on the project.

I recommend passage of the resolution ordering the preparation of a feasibility study and an assessment benefit analysis for City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf

Attachments: Resolution
Map

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ORDERING A FEASIBILITY STUDY AND AN ASSESSMENT BENEFIT
ANALYSIS FOR CITY PROJECT NO. 2019-09D – 64TH STREET AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

<u>Project No.</u>	<u>Improvements</u>
2019-09D	64 th Street East from Blaine Ave to its terminus, Bowman Avenue from 64 th Street East to its terminus, Bowman Circle from 64 th Street East to its terminus, and Upper 64 th Street from Blaine Avenue to its terminus

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

1. The Public Works Director is hereby authorized to seek proposals for professional services to prepare feasibility reports, related professional engineering services, conduct assessment benefit analysis, and conduct geotechnical investigations on the proposed street improvements.
2. The City Attorney is hereby authorized to assist the City Engineer on this project.
3. Staff is authorized to hire an appraisal firm to conduct an assessment benefit analysis.
4. Project funding is provided through the Pavement Management Fund, Franchise Fee, special assessments, sewer fund and water fund.

Adopted this 12th day of August 2019 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk

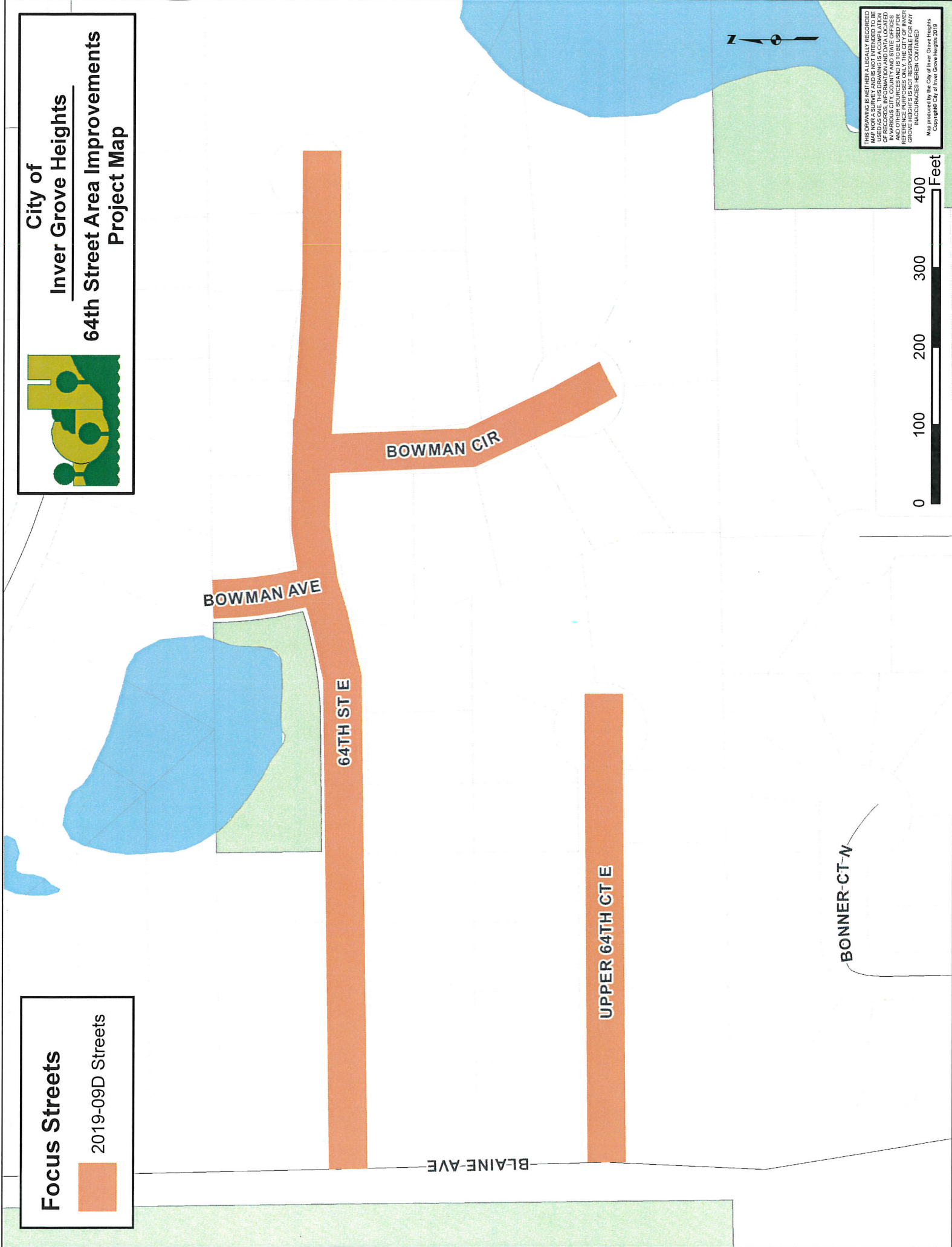
Focus Streets



2019-09D Streets



City of Inver Grove Heights 64th Street Area Improvements Project Map



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving a Special Assessment Deferral for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Kathy Fischer, 651-450-2570
 Prepared by: Kathy Fischer, Support Specialist
 Reviewed by: Scott D. Thureen, Public Works Director

TSK

SDT

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 approving a special assessment deferral for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction.

SUMMARY

The City Council is asked to consider the attached resolution which approves the deferment. Pursuant to City policy, the annual principal installment, together with interest, will be deferred until the earlier of the following events:

- The subject property is no longer classified as a homestead for tax purposes.
- The eligible applicant dies.
- The eligible applicant no longer meets the eligibility requirements for a “hardship” as that term is defined by City Resolution No. 09-13.
- The subject property or a portion thereof is transferred, donated, sold or contracted to be sold.
- The subject property is split or otherwise subdivided.

When the deferment ceases, the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, become due and payable in the next calendar year with the real estate taxes. The remaining principal installments, if any, together with interest, are paid in the years as originally levied.

The Engineering Division recommends approval of the attached resolution.

KF

Attachment: Resolution

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTE § 435.193
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE
HEIGHTS FOR PROPERTY OWNED BY GALE R. TIPTON, JR. AND LORRIE A DETOMASO-TIPTON**

RESOLUTION NO. _____

WHEREAS, Gale R. Tipton, Jr. and Lorrie A Detomaso-Tipton, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, according to the deed thereof on file and of record with the Office of Dakota County Recorder identified as Tax Parcel Number 20-22100-01-180 (Subject Property) and legally described as: Lot 18, Block 1, Dupont Stevens Addition; and

WHEREAS, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429 levied the following certain special assessments upon the Subject Property.

\$6,562.00 for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction payable in ten (10) annual equal installments of \$656.20 together with interest on the unpaid principal amount of assessments from January 1, 2020 at an interest rate of 5.15%. The first annual installment is due in calendar year 2020 and the tenth and last installment is due in calendar year 2029.

WHEREAS, Minnesota Statute § 435.193 and City Council Resolution No. 09-13 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older; or an owner retired by virtue of a permanent and total disability; or an owner who is a member of the military as defined in Minnesota Statutes Section 190.05, for whom it would be a hardship to make the payments.

WHEREAS, pursuant to the above cited statute, the City has passed Resolution No. 09-13 which specifies the requisites that must be shown to constitute a hardship.

WHEREAS, applicant, Gale R. Tipton, Jr. and Lorrie A. Detomaso-Tipton, have requested pursuant to Council Resolution No. 09-13, a deferment of the special assessments levied against the Subject Property.

WHEREAS, upon investigation and review, it appears that the applicant does, in fact, qualify for deferment of special assessments levied against the Subject Property.

WHEREAS, Minnesota Statute § 435.195 states the conditions upon which the deferment will cease. Minnesota Statute § 435.195 states:

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

NOW, THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred for tax collection year 2020 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 5.15% per year from and after January 1, 2020.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Gale R. Tipton, Jr. and Lorrie A. Detomaso-Tipton both die, then the deferment of the special assessments shall cease.
4. If both Gale R. Tipton, Jr. and Lorrie A. Detomaso-Tipton no longer meet the eligibility requirements for a hardship as that term is defined by City Resolution No. 09-13, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 5.15% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2029, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.
9. If the deferment ceases after calendar year 2029, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

This Resolution shall be filed with the Dakota County Auditor/Treasurer and recorded with the Dakota County Recorder.

Passed this 12th day of August 2019 by the City Council of Inver Grove Heights, MN.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement and Agreements Related to 1565 82nd Street (NE ¼ of the NW ¼ of Section 18, Township 27, Range 22, Dakota County, Minnesota)

Meeting Date: August 12, 2019
 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

Approve Custom Grading Agreement, Agreement Related to Removal of Home, Perimeter Drainage & Utility Easement Agreement, Drainage & Utility Easement Agreement on East side, Drainage & Utility & Storm Water Ponding Easement Agreement, and Street, Highway, Public Way and Drainage & Utility Easement Agreement (Argenta Trail) & (82nd Street) for 1565 82nd Street (NE ¼ of the NW ¼ of Section 18, Township 27, Range 22, Dakota County, Minnesota).

SUMMARY

The owners of 1565 82nd St. are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management. The City's 2040 Comprehensive Plan also applies to the site related to future trunk utilities (sewer and water), and transportation corridor planning.

The owners, Timothy and Debra Hill, have provided the required grading and erosion control plans. They will need to sign the Custom Grading Agreement (attached) before advancing to construction. An engineering escrow of \$7,500 has been provided to cover consultant fees, City Attorney fees, and any costs incurred by the City for review and inspection of the site grading. The owners have applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have reviewed an Agreement Related to Removal of Home, Perimeter Drainage & Utility Easement Agreement, Drainage & Utility Easement Agreement on East side, Drainage & Utility & Storm Water Ponding Easement Agreement, and Street, Highway, Public Way and Drainage & Utility Easement Agreement (Argenta Trail) & (82nd Street).

It is recommended that the City Council approve the Custom Grading Agreement, Agreement Related to Removal of Home, Perimeter Drainage & Utility Easement Agreement, Drainage & Utility Easement Agreement on East side, Drainage & Utility & Storm Water Ponding Easement Agreement, and Street, Highway, Public Way and Drainage & Utility Easement Agreement (Argenta Trail) & (82nd Street).

TJK/mw

Attachments: Custom Grading Agreement
 Agreement Related to Removal of Existing Home
 Permanent Utility and Drainage Easement
 Permanent Drainage, Utility and Stormwater Ponding Easement
 Permanent Public Street, Roadway, Highway and/or Right-of-Way Easement and Utility and Drainage Easement for 82nd Street
 Permanent Public Street, Roadway, Highway and/or Right-of-Way Easement and Utility and Drainage Easement for Argenta Trail

CUSTOM GRADING AGREEMENT
FOR
1565 - 82ND STREET W.
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
1565 – 82ND STREET W.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 12th day of August, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for construction of a new home on the Property and demolition of an existing home on the Property;

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the Custom Grading Agreement, shall have the following meanings as set forth below.

1.2 CITY. "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 OWNER. "Owner" means Timothy A. Hill and Debra Hill, husband and wife, and their successors and assigns.

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

The Development Plans also include the conditions and requirements set forth in the Memo from Bolton & Menk to the City Engineer dated July 17, 2019.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

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

1.18 FORMAL NOTICE. "Formal Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

If to Owner:
Timothy A. Hill and Debra Hill
1565 – 82nd Street W.
Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if

mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19 PROPERTY. “Property” means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions and subject to the conditions and requirements set forth in the Memo from Bolton & Menk to the City Engineer dated July 17, 2019, the City hereby approves the Development Plans.

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

ARTICLE 3 **IMPROVEMENTS**

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

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

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

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

after grading and construction have occurred.

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

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

3.7 DRIVEWAY. If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

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

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

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the Owner's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the

enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

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

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7 **CITY WARRANTIES**

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

ARTICLE 8 **INDEMNIFICATION OF CITY**

8.1 INDEMNIFICATION OF CITY. Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

9.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Custom Grading Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of

PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2021. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2021, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2021.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$7,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$7,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City shall, at Owner's cost, record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This

Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of August, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Timothy A. Hill

Debra Hill

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of August, 2019, by Timothy A. Hill and Debra Hill, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence S89°58'17"W on an assumed bearing along the south line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 0° 25'52"W along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence N89°58'17"E, a distance of 855.72 feet; thence N0°19'25"W, a distance of 137.25 feet; thence N87°01'58"E, a distance of 475.50 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter, thence S0°19'25"E along said east line, a distance of 599.43 feet to the point of beginning.

Abstract Property

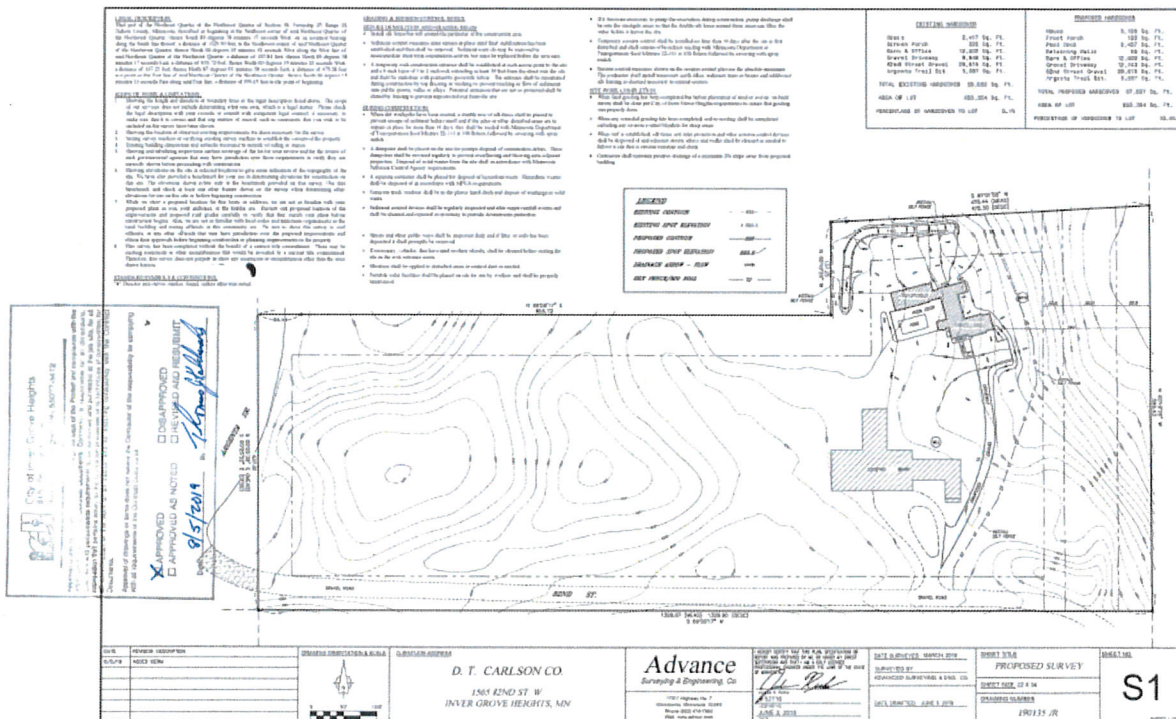
APPENDIX 1
LIST OF DEVELOPMENT PLANS

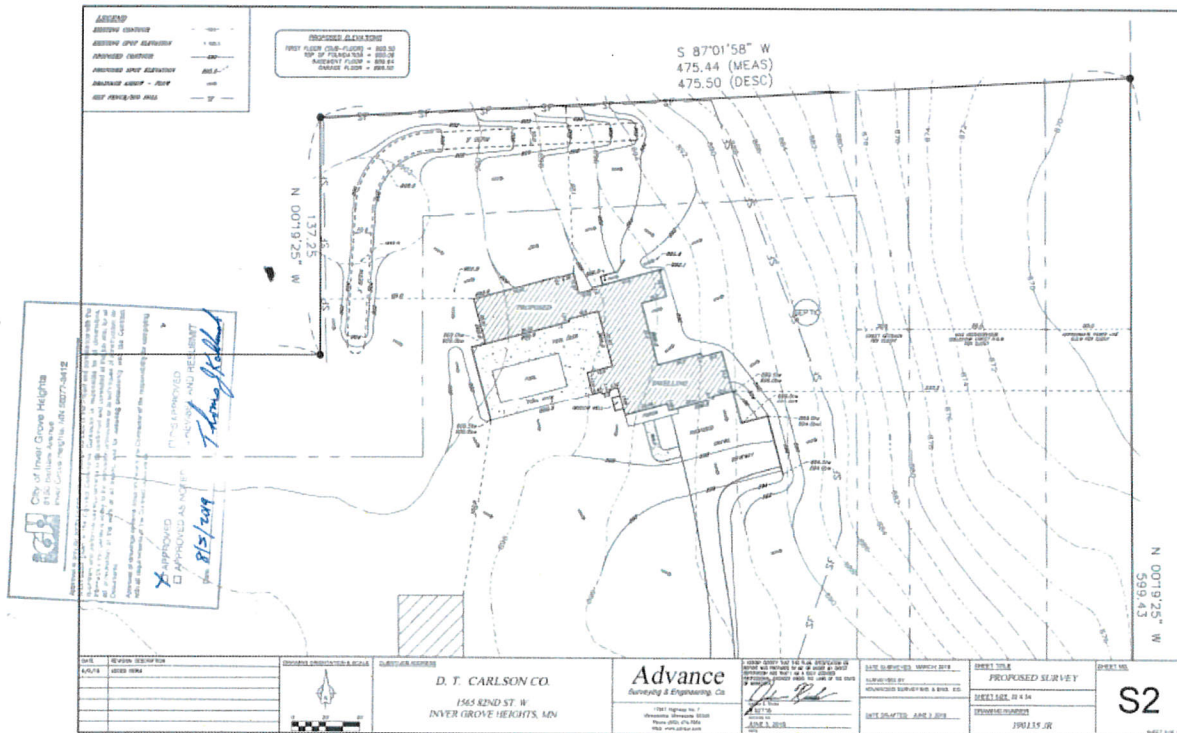
<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Proposed Survey (S1)	6/3/19	Advance Surveying & Engineering, Co.
Proposed Survey (S2)	6/3/19	Advance Surveying & Engineering, Co.
Proposed Easements (S3)	6/3/19	Advance Surveying & Engineering, Co.

The Development Plans were approved by the City Engineer on August 5, 2019.

APPENDIX 1 (CONTINUED)

DEVELOPMENT PLANS





APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-19, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	Driveway and related culverts
<u> X </u>	Prior to Certificate of Occupancy	Septic system
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

**AGREEMENT RELATED TO REMOVAL OF EXISTING HOME ON PROPERTY
LOCATED AT 1565 – 82ND STREET W.
INVER GROVE HEIGHTS, MINNESOTA**

THIS AGREEMENT RELATED TO REMOVAL OF EXISTING HOME ON PROPERTY LOCATED AT 1565 – 82ND STREET W. (Agreement) is made this 12th day of August, 2019, between Timothy A. Hill and Debra Hill, husband and wife, hereafter defined as “Owner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the real property (hereafter referred to as “Property”) referred to in this Agreement is located in Inver Grove Heights, Dakota County, Minnesota and is legally described on **Exhibit A** attached hereto.

WHEREAS, Owner owns the Property.

WHEREAS, there is currently a single-family dwelling located on the Property which was constructed in or around 1962 (hereafter referred to as “Existing Home”).

WHEREAS, Owner has submitted building plans to the City and applied for a building permit to remove the Existing Home from the Property and construct a new single-family dwelling on the Property (hereafter referred to as “New Home”).

WHEREAS, Owner has requested that the City allow Owner to continue occupying the Existing Home on the Property while constructing the New Home on the Property.

WHEREAS, the Property is zoned Agricultural, Residential and Commercial-Preferred.

WHEREAS, the Inver Grove Heights Zoning Code states that properties located in the Agricultural and Residential Districts are allowed one (1) single-family dwelling per lot.

WHEREAS, the City has agreed to allow Owner to occupy the Existing Home while the New Home is being constructed upon the condition that Owner remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.

WHEREAS, the City has agreed to issue a building permit to the Owner for the construction of the New Home upon Owner entering into this Agreement with the City and upon Owner satisfying the other conditions and requirements imposed by the City pursuant to the Custom Grading Agreement between the City and Owner.

NOW THEREFORE, in consideration of the City issuing a building permit for construction of the New Home and in consideration of the City allowing Owner to occupy the Existing Home in the course of constructing the New Home, Owner and the City hereby agree as follows:

SECTION 1.
OWNER'S COVENANTS

- 1.1 Owner acknowledges and agrees that no building permit will be issued by the City for construction of the New Home on the Property until Owner executes this Agreement and until the other conditions imposed by the City relating to the construction of the New Home are met.
- 1.2 Owner acknowledges and agrees that a condition of the building permit is that Owner will be allowed to occupy the Existing Home while the New Home is being constructed upon the condition that Owner remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.
- 1.3 Owner will remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first. As part of the removal of the Existing Home, Owner will comply with the rules and regulations relating to closure and abandonment of the septic system associated with the Existing Home; such septic system must be properly abandoned and closed within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.
- 1.4 The Owner has deposited \$7,500 in cash escrow with the City (hereafter "Escrow Amount") contemporaneously with execution of this Agreement. The Escrow Amount shall be used by the City to pay attorney expenses in drafting this Agreement and other agreements related to the New Home construction and to reimburse the City for related staff review time at the City's standard rates charged for such tasks. Upon execution and recording of this Agreement, the City shall return to the Owner any remaining portion of the Escrow Amount not otherwise previously charged the Owner.

SECTION 2.
CITY'S COVENANTS

- 2.1 The City agrees to issue a building permit to Owner for construction of the New Home on the Property upon Owner executing this Agreement and upon Owner meeting the other requirements imposed by the City relating to the construction of the New Home.
- 2.2 The City agrees to allow Owner to occupy the Existing Home while the New Home is being constructed upon the condition that Owner remove the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, whichever occurs first.

SECTION 3.
CITY REMEDIES UPON OWNER DEFAULT

3.1 **City Remedies.** If Owner defaults by not removing the Existing Home from the Property within 30 days after a temporary certificate of occupancy or permanent certificate of occupancy has been issued by the City for the New Home, then the City may avail itself of all remedies under law or in equity, including the remedy of mandatory injunctive relief and the remedy of specifically enforcing this Agreement.

SECTION 4.
MISCELLANEOUS

4.1 **No Assumption of Obligations.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform any obligations of the Owner contained herein if Owner does not perform such obligations.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of August, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Timothy A. Hill

Debra Hill

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2019, by Timothy A. Hill and Debra Hill, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence S89°58'17"W on an assumed bearing along the south line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 0° 25'52"W along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence N89°58'17"E, a distance of 855.72 feet; thence N0°19'25"W, a distance of 137.25 feet; thence N87°01'58"E, a distance of 475.50 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter, thence S0°19'25"E along said east line, a distance of 599.43 feet to the point of beginning.

Abstract Property

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 12th day of August, 2019, between Timothy A. Hill and Debra Hill, husband and wife (hereinafter referred to as “Landowner”) and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of August, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Timothy A. Hill

Debra Hill

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2019, by Timothy A. Hill and Debra Hill, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence S89°58'17"W on an assumed bearing along the south line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 0° 25'52"W along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence N89°58'17"E, a distance of 855.72 feet; thence N0°19'25"W, a distance of 137.25 feet; thence N87°01'58"E, a distance of 475.50 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter, thence S0°19'25"E along said east line, a distance of 599.43 feet to the point of beginning.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under, and across the following described property:

PROPOSED LEGAL DESCRIPTION FOR DRAINAGE & UTILITY EASEMENT (SOUTHERLY):

The North 10 feet of the South 75 feet lying East of the West 395 feet and West of the East 130 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

PROPOSED LEGAL DESCRIPTION FOR DRAINAGE & UTILITY EASEMENT (EASTERLY):

The West 10 feet of the East 140 feet lying North of the South 65 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

PROPOSED LEGAL DESCRIPTION FOR DRAINAGE & UTILITY
EASEMENT (NORTHERLY):

That part of the following described tract lying 10 feet Southerly, Easterly and adjacent to the Northerly line of said tract, except the West 395 feet and East 130 feet thereof, said tract described as that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 12th day of August, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Timothy A. Hill and Debra Hill, husband and wife (hereinafter referred to as Landowner).

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 grant and convey unto the City, its successors and assigns, forever, a permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of drainage facilities, utilities, stormwater ponding, stormwater collection and stormwater control improvements, under, over, across, through and upon the following described premises (the “**Easement Area**”) situated within Dakota County, Minnesota, to-wit:

See the attached legal description and depiction on **Exhibit B**, incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the 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 Easement Area or Landowner's Property prior to the date hereof.

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

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

This Easement shall run with the Landowner's Property and shall inure to the benefit of the Landowner and the City and shall bind Landowner and the successors and assigns of Landowner and shall be binding upon the City and the successor's and assigns of the City. This Easement shall also be binding upon any right title or interest of the parties to the Landowner's Property acquired after the date of this Easement or acquired after the date of recording of this Easement.

This Easement 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 Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of August, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Timothy A. Hill

Debra Hill

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of August, 2019, by Timothy A. Hill and Debra Hill, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence S89°58'17"W on an assumed bearing along the south line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 0° 25'52"W along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence N89°58'17"E, a distance of 855.72 feet; thence N0°19'25"W, a distance of 137.25 feet; thence N87°01'58"E, a distance of 475.50 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter, thence S0°19'25"E along said east line, a distance of 599.43 feet to the point of beginning.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

A permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection and stormwater improvements purposes over, under, through and across that part of the Landowner Property described as follows:

PROPOSED LEGAL DESCRIPTION FOR PONDING EASEMENT:

The East 335 feet of the West 395 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

**PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR
RIGHT-OF-WAY EASEMENT AND UTILITY AND DRAINAGE EASEMENT**

THIS PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR RIGHT-OF-WAY EASEMENT (Easement) is made, granted and conveyed this 12th day of August, 2019, by and between Timothy A. Hill and Debra Hill, husband and wife, (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "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 grant and convey unto the City, its successors and assigns, the following:

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described on **Exhibit B**, (hereinafter the **"Permanent Easement Area"**) attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, roadway, highway and/or right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any public street, roadway, highway and/or

right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of August, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Timothy A. Hill

Debra Hill

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2019, by Timothy A. Hill and Debra Hill, husband and wife.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
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, #58993
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:

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence S89°58'17"W on an assumed bearing along the south line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 0° 25'52"W along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence N89°58'17"E, a distance of 855.72 feet; thence N0°19'25"W, a distance of 137.25 feet; thence N87°01'58"E, a distance of 475.50 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter, thence S0°19'25"E along said east line, a distance of 599.43 feet to the point of beginning.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
(82ND STREET)

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that portion of the Landowner's Property described as follows:

PROPOSED LEGAL DESCRIPTION FOR ROADWAY PURPOSES (82ND ST W):

The South 65 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

**PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR
RIGHT-OF-WAY EASEMENT AND UTILITY AND DRAINAGE EASEMENT**

THIS PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR RIGHT-OF-WAY EASEMENT (Easement) is made, granted and conveyed this 12th day of August, 2019, by and between Timothy A. Hill and Debra Hill, husband and wife, (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "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 grant and convey unto the City, its successors and assigns, the following:

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described on **Exhibit B**, (hereinafter the **"Permanent Easement Area"**) attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, roadway, highway and/or right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any public street, roadway, highway and/or

right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of August, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Timothy A. Hill

Debra Hill

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2019, by Timothy A. Hill and Debra Hill, husband and wife.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
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, #58993
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:

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence S89°58'17"W on an assumed bearing along the south line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 0° 25'52"W along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence N89°58'17"E, a distance of 855.72 feet; thence N0°19'25"W, a distance of 137.25 feet; thence N87°01'58"E, a distance of 475.50 feet to a point on the east line of said Northeast Quarter of the Northwest Quarter, thence S0°19'25"E along said east line, a distance of 599.43 feet to the point of beginning.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
(ARGENTA TRAIL)

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that portion of the Landowner's Property described as follows:

PROPOSED LEGAL DESCRIPTION FOR ROADWAY PURPOSES
(ARGENTA TR.):

The West 60 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet; thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE REVISIONS TO PERSONNEL POLICIES 1-6A-12-1A THROUGH 1-6A-12-1D AND 1-6A-7E REGARDING VACATION LEAVE AND 1-6A-12-3 REGARDING FUNERAL LEAVE; AND AUTHORIZE THE IMPLEMENTATION AND APPLICATION OF CHANGES AS THEY RELATE TO BENEFITS FOR ALL ELIGIBLE CITY STAFF

Meeting Date: August 12, 2019
 Item Type: Consent
 Contact: Janet Shefchik
 Prepared by: Janet Shefchik
 Reviewed by: Joe Lynch

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 revisions to Personnel Policies 1-6A-12-1A through 1-6A-12-1D and 1-6A-7E regarding Vacation Leave and 1-6A-12-3 regarding Funeral Leave, for consistency across City union and non-union employees.

SUMMARY The City of Inver Grove Heights maintains Personnel Policies which have been approved by the City Council and incorporated into City Code. All City employees are covered by these policies and are responsible for reading, understanding and following them.

In keeping with the intent of the Public Employee Labor Relations Act when a particular provision is covered by both a collective bargaining agreement and personnel policy, the City honors the specific terms of the agreement. This generally applies to provisions that deal with terms and conditions of employment such as wage and benefits. If a collective bargaining agreement does not include specific provisions, then the personnel policy applies.

A review and revision of all City Personnel Policies is scheduled to occur within the next 3-6 months; however, recent contract agreements have necessitated more immediate revisions to the Vacation and Funeral Leave policies so that they may be applied equitably amongst all eligible union and non-union City staff. Some additional minor revisions have also been made to reflect current City practices, such as the removal of the limitation of vacation use during the orientation (probationary) period. That practice was too restrictive in the recruitment and hiring of employees with prior experience who are accustomed to high benefit accrual rates and/or who may have preplanned vacations, etc.

Staff therefore requests Council approval of the changes indicated below, and authorization to apply these changes for eligible union and non-union staff effective on the following dates:

1-6A-12-1A Effective beginning 8/24/19
 1-6A-12-1B Effective immediately
 1-6A-12-1C Effective beginning 1/1/20
 1-6A-12-1D Effective immediately
 1-6A-12-3 Effective immediately
 1-6A-7E Effective immediately

1-6A-12-1: VACATION LEAVE:

- A. Amount: Employees serving their orientation period and full-time employees shall earn vacation leave according to the accrual table below:

Continuous Years Of Service	Annual Hours Of Vacation Accrual
0 through end of 5	80
Beginning of 6 through end of 8	120
Beginning of 9 through end of 12	144
Beginning of 13 through end of 17	168
Beginning of 18 or more through end of 22	184 <u>192*</u>
<u>Beginning of 23 and Above</u>	<u>208*</u>
<u>*Accrual rates effective beginning 8/24/19</u>	

- B. Use Of Time: Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No employee shall be permitted to take vacation leave in advance of accrual, except as provided for in subsection 1-6A-13-4D3c of this article. ~~Vacation leave shall accrue during a new employee's orientation period, but not be eligible for use until the completion of six (6) months of continuous service.~~
- C. Accrual: Effective beginning 1/1/20, ~~e~~Employees may accrue vacation leave to a maximum of two hundred ~~forty~~ eighty (240 ~~280~~) hours. ~~In the event an employee has been unable to take advantage of vacation leave as earned with the result said employee has accumulated a total of two hundred forty (240) hours' vacation, one may be absent from work with notice to take vacation leave and thus prevent the loss of vacation leave beyond the maximum of two hundred forty (240) hours. Any vacation hours accrued beyond the two hundred forty~~ eighty (240 ~~280~~) hour limit must be taken as it is accrued, otherwise it is ineligible for accrual, subject to subsection D of this section.
- D. Accrual Waiver: The maximum amount of vacation leave (~~240~~) that can be accrued by individual employees may be waived by the city administrator. The waiver may be a result of, but not limited to, department reorganization, position vacancies, excessive workloads and procedural or system changes.
- E. Waiver Restriction: Vacation leave is intended as a period of rest and relaxation and shall not be waived by an employee for the purpose of receiving double pay.
- F. Entitlement Upon Termination or Death: Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued to the date of separation. Upon an employee's death, the spouse, designated beneficiary or estate shall be paid the benefit.

- G. Scheduling: While every effort will be made to give employees the vacation period requested; vacations will be scheduled to ensure normal operation of the department. (Ord. 1231, 2-28-2011)

1-6A-12-3: FUNERAL LEAVE:

A maximum of three (3) days' paid absence from duty is permitted in the event of death in the immediate family. "Immediate family", for the purpose of this section, means the employee's spouse child or parent. (Ord. 888, 3-11-1997; and 2008 Code) or domestic partner, or the following kin of either the employee or the employee's spouse or domestic partner: children, mother, father, sister, brother, grandchild or grandparents, or any of the above step- or in-law relations.

1-6A-7: ORIENTATION PERIOD:

- E. Benefits During Orientation Period: An employee, ~~during the orientation,~~ is eligible to use personal and vacation leave as it is accrued, during the orientation period. ~~Vacation leave will accrue from the start date of the employee, but is not eligible for use until after the completion of six (6) months of continuous service.~~ Group health and welfare benefits shall start from the first day of the month following employment; however, any waiting period shall be according to the terms of the group health policy. (Ord. 888, 3-11-1997)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 12, 2019
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Ryan Boris, Utilities Maintenance Worker
 Tommy Hanson, Utilities Maintenance Worker
 Tammy Abrahamson, Guest Services Supervisor (Promotion)

Part-Time/Temporary/Seasonal Employment:

Parks/Recreation/VMCC

Nancy Kolstad, Fitness Instructor/Worker
 Christine Notermann, Fitness Instructor/Worker
 Christa Olsen, Fitness Instructor/Worker
 Shadia Swenson, Fitness Instructor/Worker
 Anna Engelson, Kids Rock Assistant
 Sara Gove, Fitness Instructor

Voluntary Resignations and/or Terminations:

Nathan Rank, Fire Fighter
 Christopher Lanoue, Utilities Maintenance Worker
 Taylor Shiff, Fitness Staff
 Dereje Lajebo, Fitness Staff
 Michelle Tesser, City Clerk
 Sydney Brady, Aquatics
 John Hill, Aquatics

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider the application of Temporary 1-4 Day Liquor License for Church of St. Patrick for the premises located at 3535 72nd Street E, Inver Grove Heights, MN 55076.

Meeting Date: August 12, 2019
Item Type: Public Hearing
Prepared by: Michelle Calvert
Reviewed by: Joe Lynch
Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the application of Temporary 1-4 Day Liquor License for Church of St. Patrick for the premises located at 3535 72nd Street E, Inver Grove Heights, MN 55076.

SUMMARY:

The Church of St. Patrick has applied for a Temporary 1-4 Day Liquor License for the premises located at 3535 72nd Street E. This application would cover their annual Fall Festival, September 14-15, 2019. The public hearing notice was published in the July 28, 2019 issue of the Southwest Review.

RECOMMENDATION:

Staff recommends approval however; the organization should work with the Police and Fire Departments for their event.

ACTION REQUIRED:

Conduct public hearing and if Council concurs with the staff recommendation, they should pass a motion approving the application the Church of St. Patrick and submit to the Minnesota Alcohol & Gambling Enforcement Division for approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

KYLE HANNAH – CASE NO. 19-29V

Meeting Date: August 12, 2019

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:

☒
☐
☐
☐
☐

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance to allow a detached accessory building within the required setback of Babcock Trail for property located at 1808 63rd Street.

- Requires a 3/5th's vote.
- 60-day deadline: September 9, 2019 (first 60-days)

SUMMARY

The applicant would like to construct a 576 square foot detached accessory building 16'6" from the property line along Babcock Trail. The property abuts 63rd Street along the front property line and Babcock Trail along the rear property line. 40-feet is the required setback for residential structures as Babcock Trail is a community collector street. The existing home on the property was constructed in 1880 and is located 21 feet from the property line along Babcock Trail. The applicant's property does have some challenging topography, the proposed location provides the least amount of land alteration while meeting the needs of the property owner.

Staff believes adding an accessory building to the site to be a reasonable use of the property. The proposed building does not appear to alter the essential character of the neighborhood as there currently is not an attached or detached garage on the property. The proposed building would comply with other zoning code requirements such as impervious surface, size, number of accessory buildings, and exterior building material requirements.

Engineering has reviewed the request and noted that a storm water management plan would be required for land disturbances over 1,000 square feet. The applicant shall continue to work with the Engineering Department to make sure there would be no adverse effect to the abutting property owners regarding drainage, grading, and erosion control.

Planning Staff: Staff recommends denial of the proposed 16'6" setback variance as staff believes the location to be a convenience to the applicant not a practical difficulty. Staff would support a 21-foot setback based on the location of the existing home and the topographical challenges that limit the buildable area.

Planning Commission: At the August 7, 2019 public hearing, the Planning Commission recommended approval of the 16'6" setback request, with the practical difficulty being the topography on the property (8-0). The applicant was in attendance, no one else spoke at the public hearing. Minutes from the meeting are currently not available.

Attachments: Resolution
Staff report

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

RESOLUTION NO. 18-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DETACHED ACCESSORY
BUILDING WITHIN THE REQUIRED SERBACK FOR BABCOCK TRAIL**

CASE NO. 19-29V
Kyle Hannah

Property located at 1808 63rd Street and legally described as follows:

Lot 12, Block 1, Salem Hills Farm, according to the recorded plat, Dakota County, Minnesota

WHEREAS, the afore described property is zoned R-1C, Single-family Residential;

WHEREAS, 63rd Street is located at the front of the applicant's property and Babcock Trail is located along the rear of the property;

WHEREAS, Babcock Trail is a community collector roadway that requires a 40-foot setback for residential structures;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 7, 2019 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

- b. The location of the accessory building does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that there is about a 15-foot grade change from the front of the home to the front property line making it difficult to access and construct an accessory building in this area.
- d. The property is unique in that there is currently not an attached or detached garage on the site.
- e. The existing home on the property, built in 1880, is currently located 21 feet from the rear property line.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory building to be located ____-feet from the property line abutting Babcock Trail is hereby approved subject to the following conditions:

1. The accessory building shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 12th day of August, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Administrator /Deputy Clerk

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: August 7, 2019

CASE NO.: 19-29V

APPLICANT & PROPERTY OWNER: Kyle Hannah

REQUEST: Variance from the setback along Babcock Trail

LOCATION: 1808 63rd Street

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is proposing to construct a 576 square foot detached garage 16'6" from the property line along Babcock Trail whereas 40 feet is required. Currently there is not an attached or detached garage on the property. The property is .58 acres in size and located in a developed residential neighborhood. The property abuts 63rd Street along the front property line and Babcock Trail along the back property line. All property lines that abut a road shall comply with the front yard setback requirements; additionally, roads classified as Collector Roadways such as Babcock Trail, shall have a 40-foot structure setback. The existing house, built in 1880, is setback 21 feet from the property line along Babcock Trail and is considered a legal non-conforming use.

The following specific application is being requested:

- a.) A **Variance** from the setback requirements along Babcock Trail to construct a detached accessory building 16'6" from the property line whereas 40 feet is required.

SURROUNDING USES

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

- North - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential
- East - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential
- West - Harmon Park; zoned P, Public/Institutional; guided Public Open Space
- South - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential

ENGINEERING

Engineering has reviewed the request and noted that a storm water management plan would be required for land disturbances over 1,000 square feet. The applicant shall work with the City to secure final approval of the construction plans.

EVALUATION OF THE REQUEST

VARIANCE

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

With the exception of the park to the west, the surrounding properties are zoned and developed residential. Allowing an accessory building on the property would be in harmony with the general purpose and intent of the comprehensive plan which is a single-family housing neighborhood. The proposed structure would meet all other zoning code requirements including number and size of accessory buildings, impervious surface and exterior building material requirements.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant is proposing the building within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. The accessory building does not appear to conflict with any other performance standards of the zoning ordinance such as size, impervious surface or building materials.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is abutting two streets, 63rd Street and Babcock Trail. The proposed structure exceeds the setback requirements from 63rd Street and the side property lines. Babcock Trail runs along the back side of the applicants property; the right-of-way from Babcock Trail to the property line is about 30 feet. The property is unique in that due to the location of the home built in 1880, the topography of the property, existing trees, the parcel abutting two streets and the large right-of-way along Babcock Trail the site has some design challenges.

4. *The variance will not alter the essential character of the locality.*

The proposed accessory building does not appear to alter the essential character of the area. The property does not have an existing attached or detached garage. The proposed garage would be located along the side of the existing home; overall the essential character of the locality would not change as most single family homes have an attached or detached garage on the property.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed requests:

A. Approval. If the Planning Commission finds the application to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of a **Variance** to allow a detached accessory building to be located within the required setback from Babcock Trail subject to the following conditions:
 1. The accessory building shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

RECOMMENDATION

Based on the existing setback established by the legal non-conforming home, staff is recommending denial of the proposed request to locate the accessory building 16'6" from the property line along Babcock Trail. The facts presented do not satisfy the criteria needed to show a practical difficulty to support granting a variance at the proposed location which may be considered a convenience to the applicant, not a practical difficulty.

Staff believes adding a 576 square foot accessory building to be a reasonable use of the residential property. Staff would be in support of a 21-foot setback based on the current established setback of the home. Additionally, the site does not have an attached or detached

accessory building and the property has topographical challenges that limit the area an accessory building could be constructed without moving a lot of earth.

Staff recommends approval of the 21-foot setback with the two conditions listed in Alternative A.

Attachments: Location/Zoning Map
Applicant Narrative
Site Plan
Building Elevations



1808 63rd Street Case No. 19-29V



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Map not to scale

Re: New Garage construction at 1808
63rd St. E Inner Grove Heights 55077.

The lot size at 1808 is approximately .63
acres and the proposed site plan puts the
garage adjacent to the front of the SFT,
~~garage~~

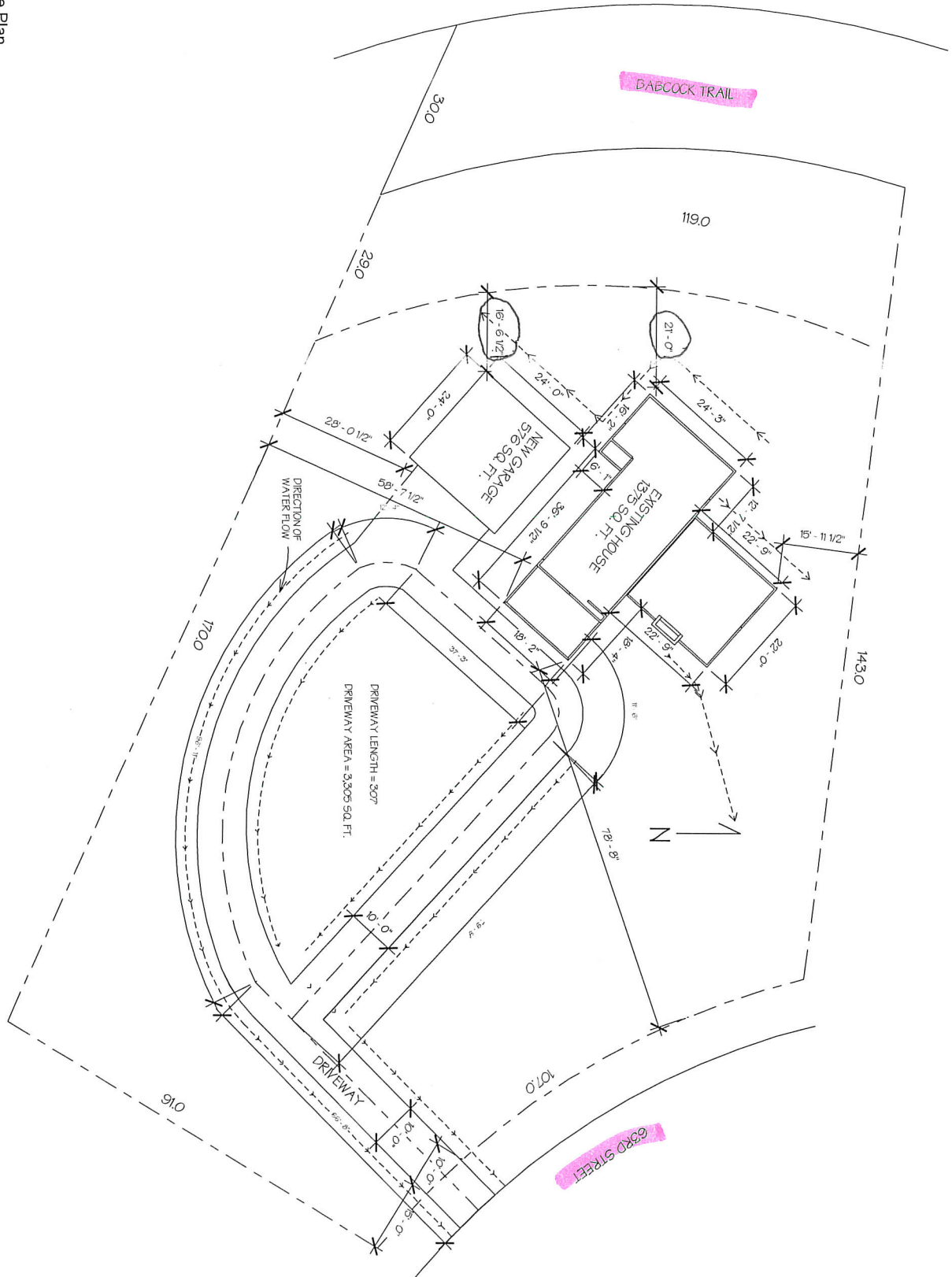
Relocation of the garage from the proposed
site would be a significant investment,
including: major landscaping, gravel and moving
earth near 63rd St E that would greatly
increase the budget and timeline of the
project.

I am submitting this variance asking
kindly for an approval of the proposed
site plan.

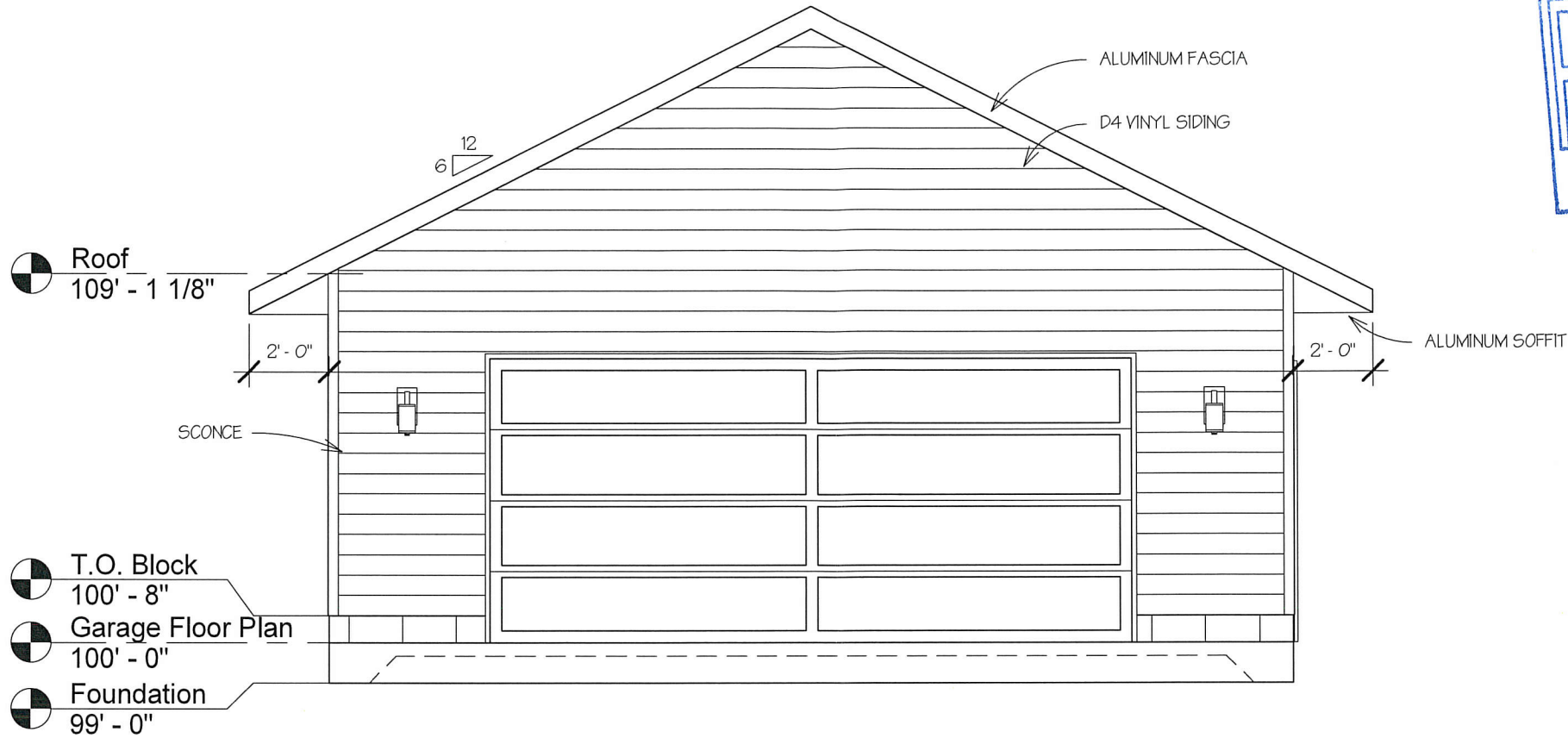
Thank You,

Kyle Hannah

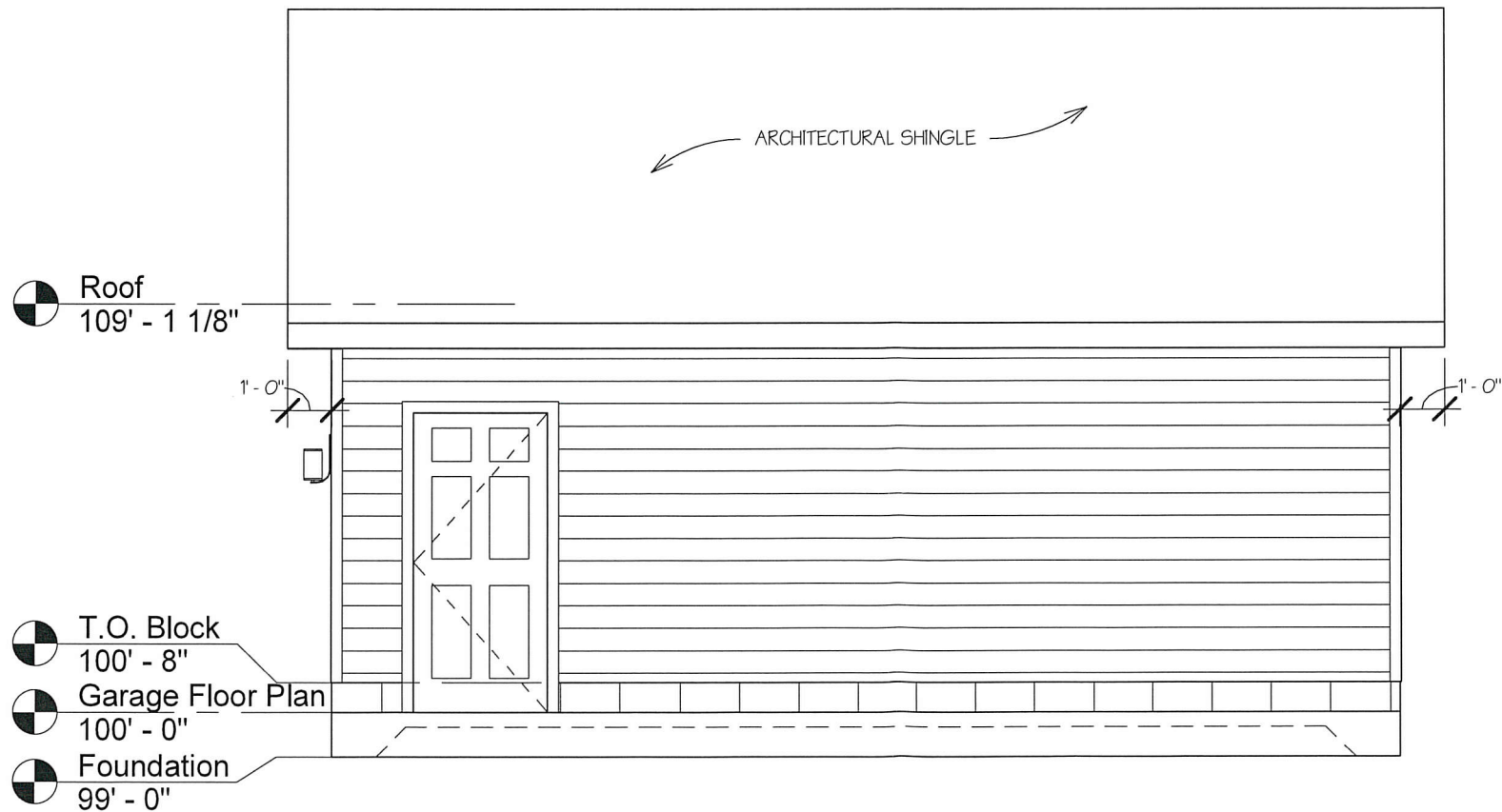
1 Site Plan
1" = 20'-0"



K.D.S. 612-483-4593	HANNAH 1808 63RD STREET EAST	Site Plan Project number _____ Project Number _____ Date <u>07/24/2019</u> Drawn by <u>SWK</u> Checked by _____ Checker _____	C1 Scale 1" = 20'-0"
--	--	---	---



1 South
1/4" = 1'-0"



2 East
1/4" = 1'-0"

Elevations

Project number _____ Project Number _____
Date _____ 12/13/2018
Drawn by _____ SWK
Checked by _____ Checker _____

Scale 1/4" = 1'-0"

HANNAH

1808 63RD STREET E.

K.D.S.

612-483-4593

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Receiving the Blaine Avenue/Seidl's Lake Park Pedestrian Crossing Study, City Project No. 2019-03

Meeting Date: August 12, 2019
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

<table border="1"> <tr><td>X</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	X						Fiscal/FTE Impact: None Amount included in current budget Budget amendment requested FTE included in current complement New FTE requested – N/A Other:
X							

PURPOSE/ACTION REQUESTED

Consider receiving the Blaine Avenue/Seidl's Lake Park Pedestrian Crossing Study, City Project No. 2019-03.

SUMMARY

During the Council's consideration of improvements to Seidl's Lake Park, residents raised concerns about pedestrian safety for individuals wanting to cross Blaine Avenue to get to the park. They requested a marked crosswalk and measures to address a perceived issue with speeding vehicles.

On May 13, 2019, the Council accepted a proposal from WSB & Associates, Inc. to quantify vehicular and pedestrian activity to determine if a crosswalk is warranted to improve safety, and if so, where it should be installed. It would also collect data to review the traffic speeds and determine if traffic calming measures would be beneficial.

The study determined that a marked crosswalk is not appropriate for the area at this time. Changes in use in the future could result in a different determination. The study did recommend the installation of pedestrian ramps at the intersection of Blaine Avenue and Bisset Lane. The study also recommended some alternatives for traffic calming. Traffic counts and speed measurements showed an 85th percentile speed of 36 mph (for a street segment posted 30 mph). It suggested two potential measures that could be installed. Staff discussed a third measure using pavement markings to provide visual guidance for through traffic lane delineation and parking lane delineation. Staff has initiated that change. This method was used on Bloomberg Lane to address a similar situation.

As part of the study process, the consultant performed a literature search for engineering guidance that could be used to define criteria to establish a policy for determining if locations are appropriate for a marked crosswalk at an uncontrolled location. The recommended process is illustrated in the flow chart shown in Figure 3 of the report. There is currently a Local Road Research Board study underway to address policy development for crosswalks. I recommend the City wait to consider a policy until that study is complete.

I recommend that the Council receive the study. I also recommend that we wait to take any additional action with regard to traffic calming until the pavement marking is installed and we determine if it addresses the vehicle speed issue. The Police Department could also make the location an area of focus for speed enforcement.

SDT/kf
 Attachment: Study

Memorandum

To: Scott Thureen, Inver Grove Heights Public Works Director

From: Gus Perron, PE
Sean Delmore, PE, PTOE

Date: August 1, 2019

Re: Seidl's Lake Park Crosswalk Study
WSB Project No. 014168-000

INTRODUCTION

The purpose of this technical memorandum is to summarize the crosswalk study performed on Blaine Avenue from west of Bisset Lane through Boatman Lane, adjacent to Seidl's Lake Park in Inver Grove Heights, Minnesota. The goal was to analyze the existing conditions while considering future park developments, then determine if a marked crosswalk or other safety improvements would be recommended. If the area is a candidate for a marked crosswalk, determine the location it best improves pedestrian safety. See **Figure 1** for the study area.

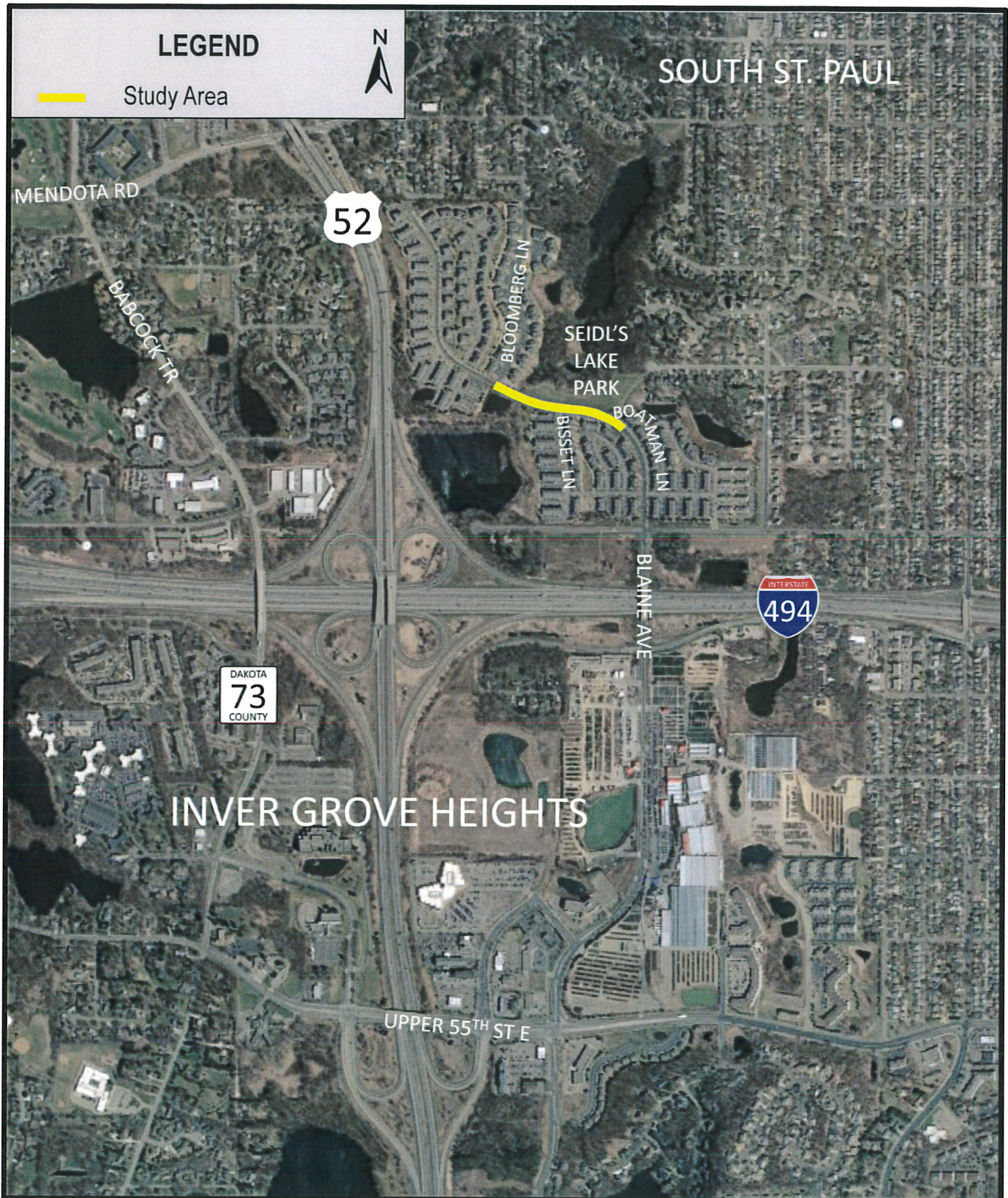
The analysis of existing conditions considered the existing network and localized geometry, vehicle and pedestrian volumes, pedestrian delay, vehicle speeds, and observed pedestrian crossing patterns/locations.

EXISTING CONDITIONS

Blaine Avenue is a two-lane, two-way road with a 30 mph speed limit. There is no center median and there are no signalized intersections within or near the study area. See **Figure 2** for the existing pedestrian network in the study area.

The existing pedestrian facilities in the study area consist of a variety of concrete sidewalks and a bituminous path:

- A concrete sidewalk parallels Blaine Avenue on the north side and extends beyond the park in both directions,
- A concrete sidewalk begins at Bisset Lane on the southeast quadrant of the Blaine Avenue intersection. The walk parallels Blaine Avenue east for 80 feet, then turns south, away from Blaine Avenue, beginning a network with pedestrian connections to approximately 40 nearby townhomes,
- A bituminous path lines the southeast end of Seidl's Lake Park and connects the sidewalk along Blaine Ave from the northwest quadrant of the intersection at Boatman Lane to a cul-de-sac on 47th Street E, where pedestrians can use the shoulders to access the adjacent neighborhood or playground on the opposite side of the cul-de-sac,
- There are 4 concrete outwalks that connect 8 townhomes (2 per outwalk) directly to Blaine Avenue,
- There are no handicap accessible curb ramps facing Blaine Avenue in the study area
- There are no marked crosswalks in the study area,
- In absence of dedicated pedestrian facilities, pedestrians use the shoulders.



Seidl's Lake Park Crosswalk Study

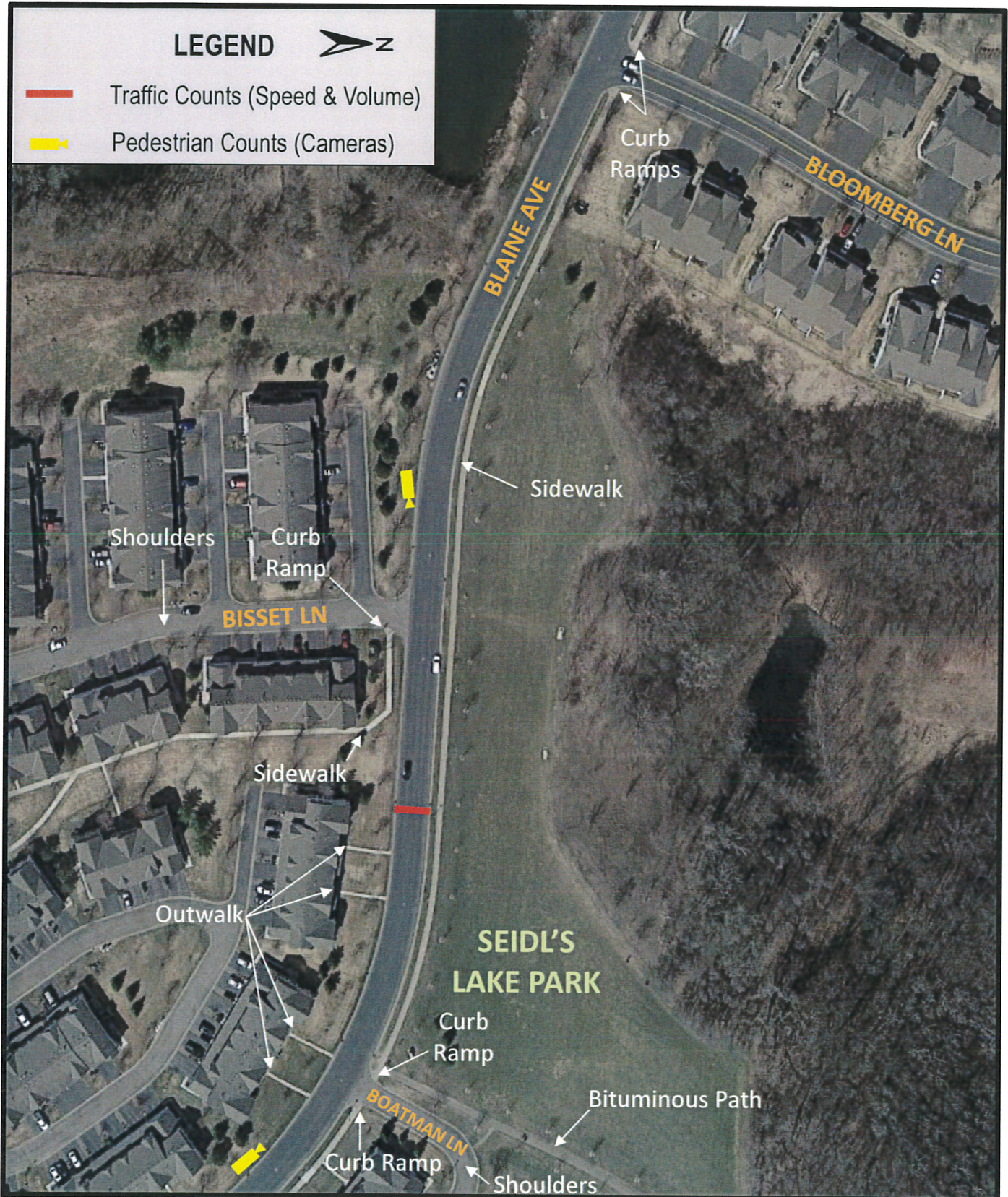
City of Inver Grove Heights, MN

Figure 1. Study Area

LEGEND



-  Traffic Counts (Speed & Volume)
-  Pedestrian Counts (Cameras)



Seidl's Lake Park Crosswalk Study

City of Inver Grove Heights, MN

Figure 2. Pedestrian Network & Count Locations

FUTURE CONDITIONS

Seidl's Lake Park developments are anticipated in the future, work on the park will begin in 2019. Based on the *Seidl's Lake Park Preliminary Master Plan*, improvements may include:

- A gathering space with:
 - Shelter structure
 - Children's play equipment
 - Open space for picnics and lawn games
- A trail system serving several areas of the park:
 - The field space adjacent to Blaine Avenue
 - Existing wooded areas of the park
 - The shores of the Seidl's Lake
 - A sledding hill area
- The bituminous path that leads from Blaine Avenue to 47th Street E will be removed and replaced with an alignment that discourages vehicles from cutting through the park
- Other landscaping and aesthetic improvements,
- See the **Appendix** for more details included in the *Master Plan*.

ANALYSIS

TRAFFIC COUNTS

Traffic counts were collected for vehicles, pedestrians, and bicyclists on Blaine Avenue between Bisset Lane and Boatman Lane. Refer to **Figure 2** for count locations. Cameras were used to record accurate and verifiable pedestrian counts. Pedestrian/bicycle counts were recorded for one weekday and one weekend day, from 6 am to 9 pm. Tube counts were used to collect 24-hour vehicle volumes and speeds for weekdays and weekends. For a summary of the results, see **Table 1**, **Table 2**, and **Table 3**. The full-counts are in the **Appendix**.

Table 1: Daily Pedestrian Crossing Volumes on Blaine Avenue

Daily Volumes	Weekday: 6 AM - 9 PM (2120 vpd)			Weekend: 6 AM - 9 PM (2070 vpd)		
Crossing Location	Pedestrians	Bicyclists	Total	Pedestrians	Bicyclists	Total
Bisset Lane	29	1	30	10	1	11
Boatman Lane	0	0	0	3	0	3
Non-Intersection/Midblock	13	0	13	18	0	18

Table 2: Weekday Hourly Pedestrian Crossing Volumes on Blaine Avenue

Peak Hour Volumes	7 AM - 8 PM (134 vph)			5 PM - 6 PM (183 vph)		
Crossing Location	Pedestrians	Bicyclists	Total	Pedestrians	Bicyclists	Total
Bisset Lane	1	0	1	5	0	5
Boatman Lane	0	0	0	0	0	0
Non-Intersection/Midblock	1	0	1	1	0	1

Table 3: Weekend Hourly Pedestrian Crossing Volumes on Blaine Avenue

Peak Hour Volumes	12 PM - 1 PM (182 vph)		
	Pedestrians	Bicyclists	Total
Bisset Lane	0	1	1
Boatman Lane	0	0	0
Non-Intersection/Midblock	1	0	1

SAFETY ANALYSIS

There are no incident records of crashes involving pedestrians in the study area (years 2006-2015).

The 85th percentile speed was measured during the study at 36 mph which is 6 mph over the posted speed limit. Risk of fatal injury to a pedestrian when struck by a vehicle increases rapidly at speeds greater than 30 mph.¹ It is likely that pedestrian safety concerns are related to vehicle speeds.

Stopping sight distance was calculated using guidance from AASHTO². The stopping sight distance is 257 feet at 36 mph; it would be 200 feet at 30 mph. The sight distance was verified in the field to be greater than 257 feet throughout the entire study area.

PEDESTRIAN CROSSING LEVEL OF SERVICE

To evaluate the Level of Service (LOS) for pedestrian crossings, delay was calculated using methodology for pedestrians crossing at a two-way, stop-controlled intersection according to the Highway Capacity Manual³. The crossing distance on Blaine Avenue within the study area is approximately 34 feet and the average daily peak hour volume is 183 vehicles per hour. Assuming a crossing speed of 3.5 feet per second and a pedestrian start up and end-clearance time of 3 seconds:

- The critical headway between vehicles for pedestrians to cross is 12.7 seconds
- The average delay experienced is 5 seconds
 - Results in a LOS A

MARKED CROSSWALK GUIDANCE FOR UNCONTROLLED INTERSECTIONS

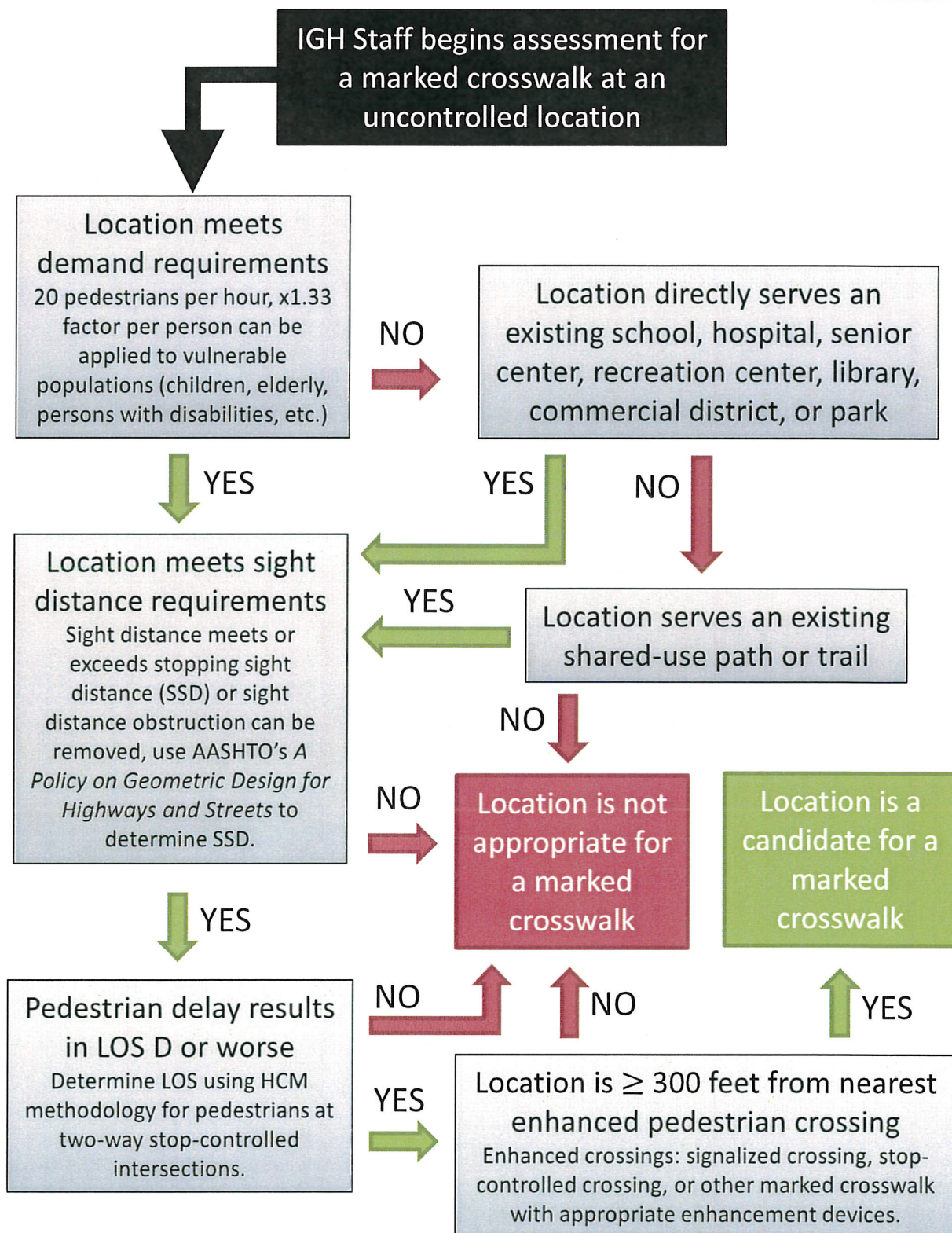
WSB performed a literature search for guidance on marked crosswalks at uncontrolled intersections. The guidance was used to define criteria that could be applied to other uncontrolled intersections to help build a policy for the City of Inver Grove Heights based on engineering guidance.

Safety is the highest priority for determining the appropriateness of a marked crosswalk. According to 2018 Minnesota Statute, "Where traffic-control signals are not in place or in operation, the driver of a vehicle shall stop to yield the right-of-way to a pedestrian crossing the roadway within a marked crosswalk or at an intersection with no marked crosswalk."⁴ Unfortunately in practice, vehicles do not always stop, which can lead to more severe or fatal injuries since pedestrians are vulnerable in traffic incidents.

It is important to understand appropriate uses for applications of a marked crosswalk. According to the Minnesota Manual on Uniform Traffic Control Devices (Mn MUTCD), marked crosswalks serve three primary functions: to indicate to pedestrians a preferred crossing location, to alert road users of pedestrian crossing point locations, and legally establish a crosswalk for locations away from intersections. Guidance from the Mn MUTCD states that, "Crosswalk lines should not be used indiscriminately." There are locations where a marked crosswalk may not be appropriate. The Mn MUTCD goes on to recommend an engineering study be performed before installing marked crosswalks away from a traffic control signal or an approach controlled by a stop or yield sign.⁵

A report by the Federal Highway Administration (FHWA) documented that "under no condition was the presence of a marked crosswalk alone at an uncontrolled location associated with a significantly lower pedestrian crash rate compared to an unmarked crosswalk." The report goes on to recommend that, "a minimum utilization of 20 pedestrian crossings per peak hour (or 15 or more elderly and/or child pedestrians) be confirmed at a location before placing a high priority on the installation of a marked crosswalk alone."⁶

Figure 3 is a flowchart with detailed considerations that should be used before determining if a location should be a candidate for a marked crosswalk within Inver Grove Heights. The flowchart was adapted from guidelines issued by the City and County of Denver, Colorado⁷.



APPLYING MARKED CROSSWALK GUIDANCE TO BLAINE AVENUE

WSB applied the guidance in the flowchart from **Figure 3** to several locations on Blaine Avenue within the study area with the following results:

- Bisset Lane
 - Does not meet demand requirements
 - Does serve a park
 - Does meet stopping sight distance requirements
 - The LOS is acceptable
 - Not an appropriate location for a marked crosswalk
- Boatman Lane
 - Does not meet demand requirements
 - Does serve a park
 - Does meet stopping sight distance requirements
 - The LOS is acceptable
 - Not an appropriate location for a marked crosswalk
- Midblock
 - Does not meet demand requirements
 - Does serve a park
 - Does meet stopping sight distance requirements
 - The LOS is acceptable
 - Not an appropriate location for a marked crosswalk

RECOMMENDATIONS

PEDESTRIAN FACILITIES

- Marked Crosswalk
 - A marked crosswalk is not recommended at this time on Blaine Avenue adjacent to Seidl's Lake Park. The study area is not a candidate for a marked crosswalk, it did not meet criteria established for demand, stopping sight distance, and pedestrian delay/LOS.
- Curb ramps at Bisset Lane
 - A curb ramp is recommended on the north side of Blaine Avenue across from Bisset Lane for accessibility needs, even in the absence of a marked crosswalk.
 - Pedestrians with disabilities traveling from Bisset Lane would be forced to use the shoulder on Blaine Avenue until they reached the next intersection east or west to cross the road and access the sidewalk from the shoulder of Boatman Lane or Bloomberg Lane.
 - This is a legal pedestrian crossing and should be made accessible.
 - A curb ramp is recommended on the south side of Blaine Avenue at Bisset Lane.
 - A curb ramp facing Blaine Avenue would allow pedestrians with disabilities to cross directly from the refuge of the existing sidewalk, rather than from the shoulder of Bisset Lane where the existing ramp faces.

TRAFFIC CALMING

- Traffic calming measures could be considered to improve traffic and pedestrian safety.
 - It appears that safety concerns are likely the result of excessive vehicle speeds.
 - A dynamic driver feedback sign could be installed to reduce vehicle speeds.
 - This is a relatively low-cost tool to address speeding that provides visual feedback to drivers regarding their speed.
 - Curb extensions could be added on Blaine Avenue at Bloomberg Lane, Bisset Lane, and Boatman Lane to help reduce traffic speeds through the study area.
 - Curb extensions, also referred to as bumpouts, narrow the roadway which can reduce driver comfort as well as speeds.
 - Curb extensions reduce the length of the pedestrian crossing and provide a pedestrian refuge closer to the traveled lane for better visibility.

ADDITIONAL CONSIDERATIONS:

- Future park improvements
 - Seidl's Lake Park may generate more pedestrian trips increasing the volume of pedestrian crossings on Blaine Avenue once improvements are completed.
 - Crossing locations/patterns could change based on the exact location of park improvements.
 - Traffic and pedestrian counts may be collected again after improvements to the park are made if the City would like to reevaluate installation of a marked crosswalk in the study area.

REFERENCES

- (1) Richards, D. C. *Relationship between Speed and Risk of Fatal Injury: Pedestrians and Car Occupants*. National Association of City Transportation Officials, Sept. 2010, nacto.org/docs/usdg/relationship_between_speed_risk_fatal_injury_pedestrians_and_car_occupants_richards.pdf.
- (2) *A Policy on Geometric Design of Highways and Streets*. 7th ed., American Association of State Highway and Transportation Officials (AASHTO), 2018.
- (3) *Highway Capacity Manual*. Volume 3: Interrupted Flow, National Academy of Sciences, 2010. Transportation Research Board of the National Academies.
- (4) *2018 Minnesota Statutes: Section 169.21 Pedestrian, Subdivision 2(a)*. Office of the Revisor of Statutes, www.revisor.mn.gov/statutes/cite/169.21.
- (5) *Minnesota Manual on Uniform Traffic Control Devices*. Minnesota Department of Transportation, Feb. 2018, www.dot.state.mn.us/trafficeng/publ/mutcd/mnmutcd2018/mnmutcd_entiredoc.pdf.
- (6) Zegeer, Charles V., et al. *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations Final Report and Recommended Guidelines*. U.S. Department of Transportation/Federal Highway Administration, Aug. 2005, www.fhwa.dot.gov/publications/research/safety/04100/04.cfm.
- (7) *Uncontrolled Pedestrian Crossing Guidelines*. City and County of Denver, Oct. 2017, www.denvergov.org/content/dam/denvergov/Portals/705/documents/guidelines/PWES-015.0-Uncontrolled_Pedestrian_Crossing_Guidelines.pdf.

APPENDIX

Site ID:Blaine Ave
Station Num:W of Boatman
Description: Directional
City:Inver Grove Hts

TIME	DIRECTION	2- Sun	3- Mon	4- Tue	5- Wed	30- Thu	31- Fri	1- Sat	Total	Daily- Avg.	Wkday- Avg.	Wkend- Avg.
12:00 AM	WB traffic (W)	14	4	2			7	17	44	9	4	16
	EB traffic (E)	19	4	9			5	13	50	10	6	16
1:00 AM	WB traffic (W)	6	4	2			5	11	28	6	4	9
	EB traffic (E)	6	1	2			3	11	23	5	2	9
2:00 AM	WB traffic (W)	10	3	4			1	4	22	4	3	7
	EB traffic (E)	11	0	2			2	2	17	3	1	7
3:00 AM	WB traffic (W)	2	2	1			5	7	17	3	3	5
	EB traffic (E)	1	0	1			2	0	4	1	1	1
4:00 AM	WB traffic (W)	4	12	7			3	10	36	7	7	7
	EB traffic (E)	1	1	2			4	3	11	2	2	2
5:00 AM	WB traffic (W)	4	24	25			26	12	91	18	25	8
	EB traffic (E)	3	6	8			9	1	27	5	8	2
6:00 AM	WB traffic (W)	10	65	57			67	26	225	45	63	18
	EB traffic (E)	8	25	32			26	15	106	21	28	12
7:00 AM	WB traffic (W)	18	93	99			74	27	311	62	89	23
	EB traffic (E)	8	52	45			38	17	160	32	45	13
8:00 AM	WB traffic (W)	52	67	62			67	61	309	62	65	57
	EB traffic (E)	34	43	45			39	32	193	39	42	33
9:00 AM	WB traffic (W)	61	48	50			56	62	277	55	51	62
	EB traffic (E)	44	31	43			33	52	203	41	36	48
10:00 AM	WB traffic (W)	75	51				54	81	261	65	53	78
	EB traffic (E)	67	36				44	58	205	51	40	63
11:00 AM	WB traffic (W)	74	64				63	86	287	72	64	80
	EB traffic (E)	49	39				61	61	210	53	50	55
12:00 PM	WB traffic (W)	91	55				73	100	319	80	64	96
	EB traffic (E)	87	57				60	85	289	72	59	86
1:00 PM	WB traffic (W)	77	51				64	74	266	67	58	76
	EB traffic (E)	88	36				51	86	261	65	44	87
2:00 PM	WB traffic (W)	82	56				70	78	286	72	63	80
	EB traffic (E)	76	56				67	65	264	66	62	71
3:00 PM	WB traffic (W)	95	93				100	86	374	94	97	91
	EB traffic (E)	81	72				80	69	302	76	76	75
4:00 PM	WB traffic (W)	66	84				102	94	346	87	93	80
	EB traffic (E)	76	73				89	65	303	76	81	71
5:00 PM	WB traffic (W)	71	103			81	106	72	433	87	97	72
	EB traffic (E)	82	92			81	86	65	406	81	86	74
6:00 PM	WB traffic (W)	73	85			72	73	67	370	74	77	70
	EB traffic (E)	54	81			71	83	82	371	74	78	68
7:00 PM	WB traffic (W)	49	71			77	70	67	334	67	73	58
	EB traffic (E)	47	62			57	67	50	283	57	62	49
8:00 PM	WB traffic (W)	49	59			59	47	49	263	53	55	49
	EB traffic (E)	53	57			62	57	60	289	58	59	57
9:00 PM	WB traffic (W)	29	38			31	46	38	182	36	38	34
	EB traffic (E)	24	36			48	38	35	181	36	41	30
10:00 PM	WB traffic (W)	14	17			17	25	33	106	21	20	24
	EB traffic (E)	25	17			21	22	25	110	22	20	25
11:00 PM	WB traffic (W)	6	15			10	16	17	64	13	14	12
	EB traffic (E)	10	10			13	20	22	75	15	14	16
	Total	1986	2051	498		700	2206	2153	9594	2117	2119	2070
	Percentages	20.70%	21.38%	5.19%		7.30%	22.99%	22.44%	100.00%	22.07%	22.08%	21.57%

Speed Counts

Speed	10 MPH	12 MPH	14 MPH	16 MPH	18 MPH	20 MPH	22 MPH	24 MPH	26 MPH	28 MPH	30 MPH	32 MPH	34 MPH	36 MPH	38 MPH	40 MPH	42 MPH	44 MPH	46 MPH	> 46 MPH
Vehicles	12	3	7	14	29	65	170	337	751	1175	1856	2199	1146	1038	450	155	140	47	17	34
Cumulative % Veh.	0.1%	0.2%	0.2%	0.4%	1%	1%	3%	7%	14%	27%	46%	69%	80%	91%	96%	98%	99%	99%	100%	100%

CAMERA LOCATED WEST OF BISSET LN

5/31/2019	CROSSING AT INTERSECTION AT BISSET LN		CROSSING MIDBLOCK EAST OF BISSET LN		ON SIDEWALK	
start time	PEDS	BIKES	PEDS	BIKES	PEDS	BIKES
6:00 AM	0	0	0	0	2	0
6:15 AM	1	0	0	0	3	0
6:30 AM	1	0	0	0	4	0
6:45 AM	0	0	1	0	3	0
7:00 AM	0	0	0	0	2	0
7:15 AM	0	0	0	0	0	0
7:30 AM	0	0	0	0	4	0
7:45 AM	1	0	1	0	6	0
8:00 AM	0	0	1	0	1	0
8:15 AM	1	0	1	0	5	0
8:30 AM	0	0	0	0	2	0
8:45 AM	1	0	0	0	3	0
9:00 AM	3	0	0	0	3	0
9:15 AM	0	0	0	0	2	0
9:30 AM	0	0	0	0	2	0
9:45 AM	1	0	0	0	0	0
10:00 AM	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0
10:45 AM	0	0	0	0	1	0
11:00 AM	0	0	0	0	3	0
11:15 AM	0	0	1	0	0	0
11:30 AM	0	0	1	0	0	0
11:45 AM	0	0	0	0	0	0
12:00 PM	1	0	0	0	0	0
12:15 PM	1	0	0	0	0	0
12:30 PM	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0
1:00 PM	0	1	0	0	0	0
1:15 PM	0	0	0	0	2	0
1:30 PM	0	0	1	0	2	0
1:45 PM	0	0	0	0	0	0
2:00 PM	0	0	1	0	0	0
2:15 PM	0	0	0	0	0	0
2:30 PM	0	0	0	0	0	0
2:45 PM	0	0	0	0	0	0
3:00 PM	0	0	0	0	1	0
3:15 PM	0	0	1	0	2	0
3:30 PM	0	0	0	0	3	4
3:45 PM	0	0	0	0	1	0
4:00 PM	0	0	0	0	1	2
4:15 PM	1	0	0	0	9	0
4:30 PM	0	0	0	0	2	0
4:45 PM	2	0	0	0	2	0
5:00 PM	2	0	0	0	4	0
5:15 PM	0	0	1	0	0	0
5:30 PM	3	0	0	0	3	0
5:45 PM	0	0	0	0	4	0
6:00 PM	1	0	0	0	2	3
6:15 PM	0	0	0	0	1	0
6:30 PM	0	0	0	0	4	0
6:45 PM	0	0	0	0	5	0
7:00 PM	2	0	0	0	2	0
7:15 PM	0	0	0	0	2	0
7:30 PM	1	0	1	0	1	0
7:45 PM	0	0	0	0	0	0
8:00 PM	1	0	0	0	2	0
8:15 PM	5	0	0	0	6	0
8:30 PM	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0
TOTALS	29	1	11	0	107	9

CAMERA LOCATED WEST OF BISSET LN

6/1/2019	CROSSING AT INTERSECTION AT BISSET LN		CROSSING MIDBLOCK EAST OF BISSET LN		ON SIDEWALK	
start time	PEDS	BIKES	PEDS	BIKES	PEDS	BIKES
6:00 AM	0	0	0	0	1	0
6:15 AM	0	0	0	0	1	0
6:30 AM	0	0	0	0	1	0
6:45 AM	0	0	0	0	1	0
7:00 AM	1	0	1	0	2	0
7:15 AM	0	0	0	0	2	0
7:30 AM	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0
8:00 AM	0	0	0	0	2	0
8:15 AM	0	0	0	0	3	0
8:30 AM	0	0	0	0	0	0
8:45 AM	0	0	0	0	3	0
9:00 AM	0	0	1	0	9	0
9:15 AM	0	0	0	0	5	0
9:30 AM	0	0	0	0	1	0
9:45 AM	0	0	0	0	7	0
10:00 AM	2	0	1	0	1	0
10:15 AM	0	0	0	0	1	0
10:30 AM	0	0	0	0	2	0
10:45 AM	0	0	0	0	2	0
11:00 AM	0	0	0	0	1	0
11:15 AM	0	0	0	0	4	0
11:30 AM	0	0	1	0	5	0
11:45 AM	0	0	3	0	3	0
12:00 PM	0	0	0	0	6	0
12:15 PM	0	0	0	0	0	0
12:30 PM	0	1	0	0	4	0
12:45 PM	0	0	1	0	5	0
1:00 PM	0	0	2	0	2	0
1:15 PM	0	0	0	0	5	0
1:30 PM	0	0	0	0	9	0
1:45 PM	0	0	0	0	2	0
2:00 PM	0	0	0	0	5	0
2:15 PM	0	0	0	0	0	0
2:30 PM	0	0	1	0	1	0
2:45 PM	0	0	0	0	5	0
3:00 PM	0	0	0	0	3	0
3:15 PM	0	0	0	0	0	0
3:30 PM	1	0	0	0	4	0
3:45 PM	0	0	0	0	5	1
4:00 PM	0	0	0	0	2	0
4:15 PM	1	0	1	0	6	0
4:30 PM	0	0	1	0	3	0
4:45 PM	0	0	0	0	3	0
5:00 PM	0	0	0	0	2	0
5:15 PM	2	0	0	0	6	0
5:30 PM	1	0	2	0	4	0
5:45 PM	0	0	0	0	4	0
6:00 PM	0	0	0	0	3	0
6:15 PM	0	0	0	0	5	0
6:30 PM	0	0	0	0	2	0
6:45 PM	1	0	0	0	4	0
7:00 PM	1	0	0	0	1	0
7:15 PM	0	0	0	0	2	0
7:30 PM	0	0	0	0	0	2
7:45 PM	0	0	2	0	0	0
8:00 PM	0	0	0	0	2	0
8:15 PM	0	0	0	0	0	0
8:30 PM	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0
TOTALS	10	1	17	0	162	3

CAMERA LOCATED EAST OF BOATMAN LN

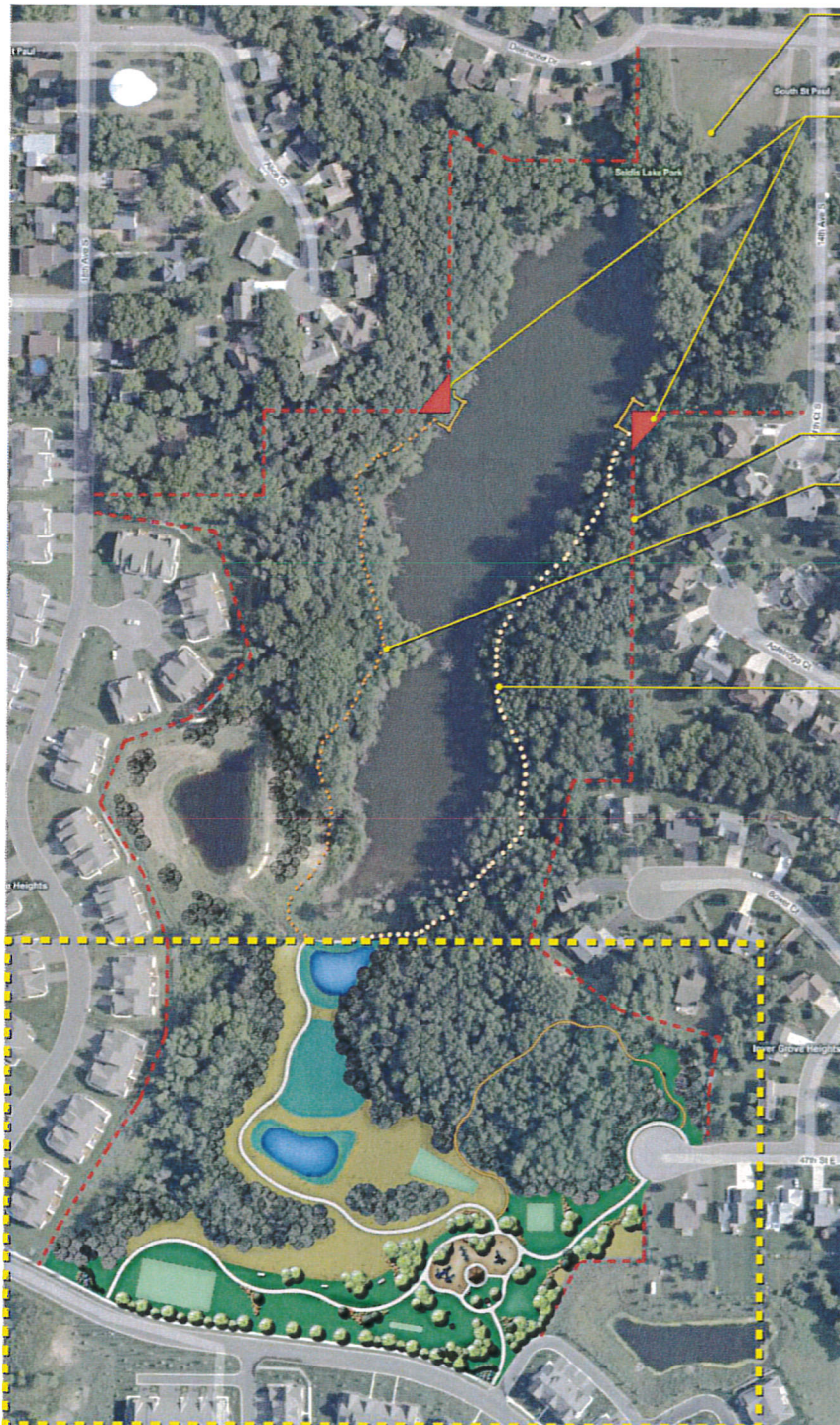
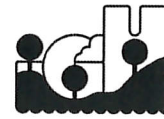
6/7/2019	CROSSING AT INTERSECTION AT BOATMAN LN		CROSSING MIDBLOCK EAST OF BOATMAN LN		ON SIDEWALK		TURNING FROM SIDEWALK ONTO BOATMAN LN	
start time	PEDS	BIKES	PEDS	BIKES	PEDS	BIKES	PEDS	BIKES
6:00 AM	0	0	0	0	0	0	0	0
6:15 AM	0	0	0	0	2	0	0	0
6:30 AM	0	0	0	0	1	0	0	0
6:45 AM	0	0	0	0	1	0	0	0
7:00 AM	0	0	0	0	7	1	3	0
7:15 AM	0	0	0	0	8	0	1	1
7:30 AM	0	0	0	0	3	0	0	0
7:45 AM	0	0	0	0	3	0	0	0
8:00 AM	0	0	0	0	2	0	0	1
8:15 AM	0	0	0	0	0	0	2	0
8:30 AM	0	0	0	0	0	0	3	0
8:45 AM	0	0	0	0	0	0	1	0
9:00 AM	0	0	0	0	3	0	2	0
9:15 AM	0	0	0	0	1	0	0	0
9:30 AM	0	0	0	0	0	2	1	0
9:45 AM	0	0	0	0	1	4	0	0
10:00 AM	0	0	0	0	1	0	0	0
10:15 AM	0	0	0	0	1	0	0	0
10:30 AM	0	0	0	0	0	1	0	0
10:45 AM	0	0	0	0	0	0	1	0
11:00 AM	0	0	0	0	1	0	1	0
11:15 AM	0	0	0	0	1	1	1	0
11:30 AM	0	0	0	0	0	0	1	0
11:45 AM	0	0	0	0	4	0	0	0
12:00 PM	0	0	0	0	3	1	0	0
12:15 PM	0	0	0	0	0	1	0	0
12:30 PM	0	0	0	0	1	2	0	0
12:45 PM	0	0	0	0	0	2	0	0
1:00 PM	0	0	0	0	1	0	0	0
1:15 PM	0	0	0	0	1	0	0	0
1:30 PM	0	0	0	0	0	0	0	0
1:45 PM	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0
2:15 PM	0	0	0	0	0	0	1	0
2:30 PM	0	0	0	0	2	0	1	0
2:45 PM	0	0	0	0	2	0	2	0
3:00 PM	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	1	0	0
3:30 PM	0	0	0	0	2	0	2	0
3:45 PM	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	1	0	1	0
4:15 PM	0	0	0	0	1	0	3	0
4:30 PM	0	0	0	0	1	0	2	0
4:45 PM	0	0	1	0	1	0	2	0
5:00 PM	0	0	0	0	2	0	0	0
5:15 PM	0	0	0	0	2	0	0	0
5:30 PM	0	0	0	0	1	0	2	0
5:45 PM	0	0	0	0	1	0	3	0
6:00 PM	0	0	0	0	4	0	1	0
6:15 PM	0	0	0	0	4	0	1	2
6:30 PM	0	0	0	0	2	0	1	0
6:45 PM	0	0	0	0	1	0	5	0
7:00 PM	0	0	1	0	1	0	0	0
7:15 PM	0	0	0	0	6	3	4	2
7:30 PM	0	0	0	0	6	0	1	1
7:45 PM	0	0	0	0	11	0	1	0
8:00 PM	0	0	0	0	6	0	2	0
8:15 PM	0	0	0	0	1	0	2	0
8:30 PM	0	0	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0	0	0
TOTALS	0	0	2	0	104	19	54	7

CAMERA LOCATED EAST OF BOATMAN LN

6/8/2019	CROSSING AT INTERSECTION AT BOATMAN LN		CROSSING MIDBLOCK EAST OF BOATMAN LN		ON SIDEWALK		TURNING FROM SIDEWALK ONTO BOATMAN LN	
start time	PEDS	BIKES	PEDS	BIKES	PEDS	BIKES	PEDS	BIKES
6:00 AM	0	0	0	0	5	0	0	0
6:15 AM	0	0	0	0	6	0	0	0
6:30 AM	0	0	0	0	2	0	0	0
6:45 AM	1	0	0	0	1	0	0	1
7:00 AM	0	0	0	0	0	0	1	0
7:15 AM	1	0	0	0	12	0	1	0
7:30 AM	0	0	0	0	3	0	1	0
7:45 AM	1	0	0	0	3	0	1	1
8:00 AM	0	0	0	0	6	0	0	0
8:15 AM	0	0	0	0	4	0	0	0
8:30 AM	0	0	0	0	1	0	1	0
8:45 AM	0	0	1	0	2	0	2	0
9:00 AM	0	0	0	0	2	0	3	0
9:15 AM	0	0	0	0	4	0	1	1
9:30 AM	0	0	0	0	3	0	0	0
9:45 AM	0	0	0	0	1	0	0	0
10:00 AM	0	0	0	0	1	0	0	0
10:15 AM	0	0	0	0	3	0	1	0
10:30 AM	0	0	0	0	2	0	0	0
10:45 AM	0	0	0	0	1	0	1	2
11:00 AM	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	0
11:30 AM	0	0	0	0	5	0	1	1
11:45 AM	0	0	0	0	7	0	0	0
12:00 PM	0	0	0	0	0	1	0	1
12:15 PM	0	0	0	0	3	0	1	1
12:30 PM	0	0	0	0	0	1	1	0
12:45 PM	0	0	0	0	2	0	0	0
1:00 PM	0	0	0	0	1	0	0	0
1:15 PM	0	0	0	0	2	0	1	0
1:30 PM	0	0	0	0	1	0	0	0
1:45 PM	0	0	0	0	6	0	1	1
2:00 PM	0	0	0	0	6	0	1	0
2:15 PM	0	0	0	0	0	0	1	0
2:30 PM	0	0	0	0	2	1	1	0
2:45 PM	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	2	0
3:15 PM	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	1	0	0
3:45 PM	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	2	0	0	0
4:30 PM	0	0	0	0	3	0	2	0
4:45 PM	0	0	0	0	1	0	0	0
5:00 PM	0	0	0	0	2	0	5	0
5:15 PM	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	2	0	2	0
5:45 PM	0	0	0	0	2	3	4	0
6:00 PM	0	0	0	0	3	1	7	0
6:15 PM	0	0	0	0	1	1	7	0
6:30 PM	0	0	0	0	1	0	2	0
6:45 PM	0	0	0	0	9	0	0	0
7:00 PM	0	0	0	0	3	1	6	1
7:15 PM	0	0	0	0	3	1	0	2
7:30 PM	0	0	0	0	4	0	1	0
7:45 PM	0	0	0	0	4	0	5	0
8:00 PM	0	0	0	0	6	0	2	0
8:15 PM	0	0	0	0	1	0	2	0
8:30 PM	0	0	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0	0	0
TOTALS	3	0	1	0	144	11	68	12

Seidl's Lake Park

Overall Preliminary Master Plan



South St. Paul Site

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

Property Crossing Options

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

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

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

Park Property Lines (typ)

Future Trail Alternate

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

Lakeside Trail

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

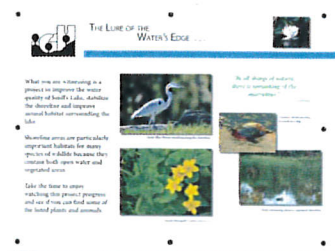
The trail should be built above the future high water level, where feasible, once this is established and control structures are in place. In areas where it is not feasible, use of suitable construction materials shall be used to reduce the propensity for water damage.

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

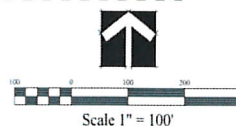


Interpretive / Educational Information

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

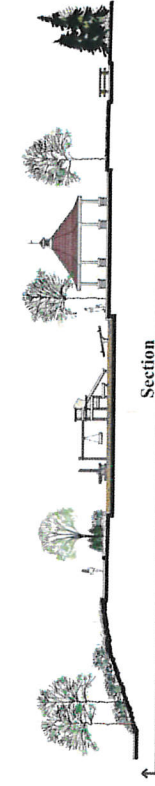


REFER TO ENLARGEMENT
PLAN FOR INFORMATION
WITHIN THIS AREA



Seidl's Lake Park

Preliminary Master Plan



City of Inver Grove Heights

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

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

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

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

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

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



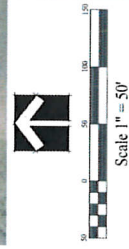
Sledding:
An area on the hillside shall be left open (not planted with trees) and can be used for winter sledding.

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

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

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

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



BRAUER & ASSOCIATES, LTD.
LAND USE PLANNING AND DESIGN

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