Inver Grove Heights City Council

Monday, January 23, 2023 at 6:00 PM

8150 Barbara Avenue, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, January 23, 2023, will be provided to the Council at or before the January 23, 2023 meeting.

1. **Call to Order**
2. **Roll Call**
3. **Presentations**
4. **Consent Agenda**

   All items on the consent agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.

   A. Minutes of the December 5, 2022 City Council Special Meeting

   B. Approval of Disbursements

   C. Personnel Actions

   D. Joint Powers Agreement for the Pharmaceutical Drug Disposal Program

   E. Authorization to Apply for Federal Assistance to Firefighters Grant

   F. Resolution Accepting $15,000 Donation for Veteran's Memorial Community Center

   G. Scheduling a Public Hearing for the 117th Street Reconstruction Project (City Project No. 2016-17)

   H. Approval of Final Plans and Specifications and Authorize Advertisement for Bids for City Project Nos. 2022-09 I, J and L

   I. Approve Delegated Contracting Process Agreement with MnDOT

   J. Contract with Consolidated Communications, Inc. for SIP PRI Phone Service

   K. Final Closeout of City Project No. 2022-05 – Pool Filter Replacement Project

   L. Resolution Amending 2023 Budget for Administration and Finance Departments

   M. Authorization to Enter into 2023-2024 Labor Agreement with AFSCME, Local 1065

   N. 2023 Legislative Positions & Priorities

5. **Public Hearing**

6. **Regular Business**
   - **A.** Rental Housing Licenses
   - **B.** Ordinance Amending and Extending Existing Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to the Sale, Testing, Manufacturing, and Distribution of THC Products (Edible Cannabinoid Products)
   - **C.** Appointment of Resident Representative to NDC4 Cable Commission
   - **D.** Approval of Community Recognition Coin
   - **E.** Discussion of Planning Commission Vacancy
7. **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.
8. **Mayor and Council Comments**
9. **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 Rebecca Kiernan, City Clerk, at 651.450.2513 or rkiernan@ighmn.gov.

INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, DECEMBER 5, 2022. 6:00 PM - 8150 BARBARA AVENUE

1. Call to Order: The City Council of Inver Grove Heights met in person for a Work Session on Monday, December 5, 2022. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. Roll Call: Present In-Person: Mayor Bartholomew; Council Members; Piekarski Krech, Gliva, Dietrich, Murphy; City Administrator Kris Wilson, City Attorney Bridget McCauley Nason, Deputy City Clerk Katie Malott, Finance Director Amy Hove, Community Development Director Heather Rand.

3. Discussion Items:

A. Proposed 2023 Budget & Tax Levy

Finance Director Amy Hove discussed what was previously called the Truth in Taxation:
2023 Budget Calendar – Recap:

- June through September: Various meetings and work sessions to discuss the general fund budget and preliminary levies.
- September 26, 2022: Council adopts preliminary 2023 general fund budget and tax levies.
- October and November: Work sessions to review additional budgets.
- November 15, 2022: Dakota County mails out proposed tax notices
- December 5, 2022: Public meeting to discuss the 2023 budget and tax levies.
- December 12, 2022: Council to approve final 2023 budget and tax levies.

Factors that would impact resident's property taxes:

- Market value
- Corresponding tax capacity
- Whether property is homestead or non-homestead
- Commercial class or commercial/industrial
- Other taxing jurisdictions

Tax base growth from 2022:

- Total market value for the city grew about 15%
- 93.5% of the value growth came from appreciating existing properties
- 6.5% of the growth came from new construction.
- Tax capacity grew by 14.7%
- Tax rate is scheduled to go down.

Market Value: Valuation notice (putting a price tag on what the property is worth)

- 78% is from residential value.

Tax Capacity: Your share of the overall tax bill

- Residential properties are paying 69% of the tax bill.
    - Due to commercial/industrial having a higher tax rate.

Inver Grove Heights Tax Levy:

- The city is only one of the taxing districts that affect property taxes.
- The city's current budget draft reflects an 8.4% increase to the tax levy for 2023.
- The city's current budget draft reflects an estimated city tax rate of 47.781% for 2023.
- Market values citywide increased by 15%

    - Largest areas were residential (16.9%) and apartments (15.4%)
- Impact on Median Property:
    - Median Valued Property in Inver Grove Heights = $337,100 (15% increase over 2021)
    - 2021 Median Valued = $291,900
    - Impact of 8.4% citywide tax levy increase:
        - Annual change in city taxes = $128.70

Comparison to other Dakota County Cities:

- Inver Grove Heights places in the middle
- Average levy change is 8.39%. Inver Grove Heights comes in at 8.37%

She stated that four citizen inquiries were received. Questions noted:

- Confusion as to why their taxes didn't go up 8.4% because their value went up higher than the 15% average (this was due to a market value increase)
- Questions on the supplemental insert (required insert showing revenues/expenses and where the totals were last year compared to this year/next years budget)
- Questions about how to lower taxes (March is when the valuation notice is sent out and would be the time to appeal the value)
- Email from a resident on a fixed income who was wondering what could be done to lower taxes (they had a value increase that drove some of the increase)

Councilmember Piekarski Krech said some may question what the city is doing with all this money. She stated it seemed to increase significantly more than the other taxing jurisdictions.
Councilmember Dietrich mentioned she had an inquiry from a resident who asked about increases department wide; such as why an amount was going into a department and not infrastructure.
Mayor Bartholomew mentioned that the amounts for final levy were different than what the Council had in their packets after fiscal disparity. He asked what the difference was.

Finance Director Hove replied when the total final levy was placed it included special taxing district levies.

2023 Budget Summary:

- General Fund - Expenditures and Transfers Out: $30,790,881 (80% supported by the tax levy after removing the transfer out to EDA)
- The amount in EDA is $143,600
    - EDA is 100% funded by the tax levy, transfer in from the General Fund.
    - Council will need to determine whether wanting a full-time position for the EDA or to use the dollars toward a consultant.
    - The plan/recommendation had been that half of the funding uses the EDA fund balance.
- Debt Service Funds – will fluctuate between 90-100%
    - Using closed bond dollars to buy down the levy.
    - Not fully levying for what is needed.
- Pavement Management Local Streets Fund
    - Will be bonding for the special assessment payments.

2023 General Fund Budget – Revenue by Category (Source of Funds):

- 2022 Amended Budget – Revenues: $28,738,879

- 2023 Total Budget - $30,790,881
    - Primary source of revenue for the General Fund: Property taxes
    - If taking out property taxes: $5,821,000 in other revenues
        - 1.3% increase in the revenue categories

2023 General Fund – Expenses by Department:

New Departments for 2023: Human Resources, City Clerk, Tax Abatement

- Human Resources and City Clerk was previously a part of the Administration Department
- Recreation Budget is new.
- Technology Fund. Into the Internal Service Fund

2023 General Fund – Expense by Function:

- Public Safety (Police and Fire) 55%
- Public Works 16% (does not include pavement management or utility)
- Parks and Recreation 11%
- General Government 10%
- Community Development 8%

2023 General Fund - Expense by Category:

1. Wages and Benefits
2. Purchased services and equipment.

2023 Budget Investments:

- Existing Personnel
    - 3% general wage increase
    - 7.68% increase to health insurance (HSA Plan) and 4.25% to health insurance (HRA Plan)
    - Increase to city's contribution for family and single+one health insurance plans.
        - There are 5.5 new FTEs of the 11.5 originally requested.
- Improved Public Safety
    - Hire additional two police officers.
    - Wage increases for paid on call firefighters.
- SAFER Savings Plan. An additional $175,000 on the 2023 levy to prepare for the end of grant funding
- Improved maintenance and support of city infrastructure
    - Hire additional streets maintenance worker.
    - Hire additional parks maintenance worker.
    - Additional dollars for seasonal staff in Streets and Parks
    - Continued investment in the Pavement Management Program
        - Budget includes an additional $350,000 from the levy towards this program
        - Total 2023 tax levy investment of $2,900,000
- Provide additional resources for economic development and business engagement.
    - Could support a full time EDA Specialist or be used for consultants.
- Improved administrative support to growing operations.
    - Hire 0.5 FTE Communication Specialist

Storm Water Special Taxing District Levy

- Established under M.S. 444

- Used to fund trunk storm sewer improvements installed in conjunction with the 70th Street East reconstruction project from Cahill Avenue to Concord Boulevard (City Project 2001-02)
    - Babcock Trail
    - South Grove
    - 70th Street
- Approximately 3,000 parcels
- 10-year term (2018-2027)
- Same amount annually - $79,394

2023 Budget – Final Steps at Meeting:
- Public Input
- Council Direction for December 12
    - Final Citywide Levy
    - Final Special Taxing District Levy
    - Expenditure Budgets

Kelly Kayser 1953 59th Court East, commented if the Council was deliberating where to cut, she encouraged prioritizing infrastructure over amenities. She stated with the special taxing district levy, she's located on Babcock Trail, she challenges anyone to explain how their neighborhood generates any more stormwater to the pipe on 70th than anywhere else in the city. She would rather see a special assessment than a special taxing district.

Mayor Bartholomew asked if it was possible to locate the original formation of the special tax levy.
Administrator Wilson replied staff could locate it. It would be part of the public record.

Tia Hernandez Petrulo, 7335 Bancroft Way, shared she is a new resident as of May. She lived in Eagan for 25 years and has never noted an increase this high. She questioned what was being done with the general fund and the budget. She said there are 7-8 rubbish haulers going through the neighborhood, with regards to infrastructure, she questioned if that was being looked at and if there could be a zoned pickup like Eagan. She agreed with focusing on infrastructure versus amenities. She commented on growing the commercial tax base, bringing in new business. She felt the area by Target was built up too soon, but now seems to be the time to get businesses in. She suggested building that piece up versus continually hitting residents with higher taxes to support activities.

Mayor Bartholomew mentioned he liked where they were currently at. He was pleased with the fiscal disparities.
Councilmember Piekarski Krech shared she cannot support going with what was passed in September. She still believes it needs to be reduced. She mentioned this was the first time they have not come in with a reduction in expenses. She was concerned this may be the profile going forward.
Councilmember Murphy mentioned he was unsure where to cut. He thought there was a request for 11 FTE's that was brought down to 5. To him, that would be a reduction in expenses.

B. Proposal for Inver Grove Heights Coin Recognition Program

Councilmember Murphy shared when he started on the City Council, he thought about what kind of footprint the Council might want to make. He felt that recognition is important and helps build culture. He said he had an idea, needed some help, and Amy Looze, Communications Manager, stepped up to help with the following idea:

Coin Project Objective:

The city does not have a unified way to recognize IGH residents who go above and beyond in their service to others in the community. They came up with:

- A collectable coin, similar to a challenge coin.
  - It's simple, elegant, good looking, and cost effective
  - Meant to honor exceptional service or effort in the community
- The coin would be presented and accompanied by a standardized message from the IGH Mayor and City Council
  - Includes a display case and stand.
  - Presented by the Mayor

A photo of the coins front was shown depicting the Rock Island Swing Bridge. The back of the coin states "Service to others is the bridge that brings a city together today and builds a stronger tomorrow. Thank you for making a lasting difference in our community".

Themes:

- Establishing the Swing Bridge as iconic to IGH
- City colors, font, and branding as unified symbols.
- "Building a bridge within the community" as a metaphor for giving back to others and creating a stronger sense of community, shared citizenship, and pride of place
- Recognizing local, sometimes unsung, heroes for their actions

For consideration:

- What would the criteria be for receiving a coin recognition?
- Would it be nominated or unanimously chosen by the City Council
- How many awards per year
- Funding

He mentioned that the fewer given out, (he pictured two or three), adds to its value and builds culture. He said since this began with this Council, he was hopeful this Council would make the final decision.

Cost Quoted:

- Total of $1,158 includes 100 coins and display easels
- Order taxes approximately eight weeks to complete.
  - May come out of the Mayor/Council Budget
  - If that funding source does not work, he would work on soliciting private donations (this would take longer)

Mayor Bartholomew asked if there were any encumbrances on the city giving awards like this out. He asked if/what the legal parameters were, if any.

City Attorney McCauley Nason replied it would be good to establish the award criteria. There is a public purpose for this type of recognition for people who give back to the community in an extraordinary manner.

Mayor Bartholomew cautioned the Council to be aware and alert of this becoming a reward type by a Councilmember. He felt unanimous approval by Council was wise. He advised having several department heads, the City Administrator, and the Council work up the criteria and be a part of the selection committee.

Councilmember Murphy requested the Council share any suggestions or rules with City Clerk Kiernan or the City Administrator.
Mayor Bartholomew suggested getting a draft out quickly.

City Administrator Wilson stated next Monday is the last City Council Meeting of 2022. Members of the public/community are welcome to join at 5:30 p.m. in the City Hall lobby to recognize the service of the outgoing Elected Officials.

Councilmember Dietrich stated there was an email from a resident about the retail space the city has. There is a lot of desire to fill retail space out in the market. She asked if the Council was interested in getting additional EDA meetings; one every other month instead of once a quarter, to highlight commerce opportunities and get measurable objectives in place.
Mayor Bartholomew said if the Council wants more time, they could get it on the calendar for discussion next Monday.
Councilmember Piekarski Krech suggested that those mentioning they want more retail can start it. People can contact different companies that have franchises and start them. She said instead of having a business in the home, they could go into a brick-and-mortar space. There are hundreds of home businesses in the city. She stated that the city isn't short on commercial, they are short on businesses operating in commercial space.
Councilmember Gliva thought it was a great idea.
Councilmember Murphy believed the city needed to be more proactive in attracting.
Councilmember Dietrich asked if that could get worked into the calendar.
City Administrator Wilson replied it could. She proposed to begin in February and use an even numbered month schedule. February, April, June…

4. <u>Adjourn</u>:
Motion by Gliva to adjourn the meeting at 7:01 p.m.

Ayes: 5
Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Ryan Albright, Accounting Technician, 651.450.2515

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, approving disbursements for the period of January 4 – January 17, 2023 and ACH disbursements for December 2022.

BACKGROUND
The following chart represents a summary by fund type of the disbursements processed during the period of January 4 – January 17, 2023 and ACH disbursements for December 2022. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	$423,081.03
Special Revenue	169,290.03
Debt Service	-
Capital Projects	84,323.36
Enterprise	302,941.92
Internal Service	72,665.76
Escrows	9,365.43
Total - All Funds	$1,061,667.53

FISCAL IMPACT
The disbursements are within adopted budgets for the associated funds or have otherwise been approved by the Council.

RECOMMENDATION
Staff recommends adoption of the attached Resolution.

ATTACHMENTS
1. Resolution
2. Disbursements Listing 1.4.2023 - 1.17.2023
3. ACH Disbursements 12.2022

DAKOTA COUNTY
CITY INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF
January 4, 2023 – January 17, 2023 & ACH disbursements for December 2022

WHEREAS a detailed listing of disbursements for the period of January 4, 2022 – January 17, 2023 & ACH disbursements for December 2022, was presented to the council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that payment of the disbursements for the followingfund types are approved:

Fund Type	Amount
General Fund	$423,081.03
Special Revenue	169,290.03
Debt Service	-
Capital Projects	84,323.36
Enterprise	302,941.92
Internal Service	72,665.76
Escrows	9,365.43
Total - All Funds	$1,061,667.53

Adopted this 23rd day of January 2023 by the City Council of Inver Grove Heights, MN

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Expense Approval Report
By Fund

City of Inver Grove Heights

Payment Dates 1/4/2023 - 1/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
LELS SERGEANTS	11/4/2022	11/04/2022	Union Dues	101.203.2031000	455.00
LEADSONLINE LLC	402089	11/15/2022	Annual Fee	101.42.4000.421.50070	3,453.00
ZAMORINS SOLUTIONS INC	INVER2023	12/08/2022	annual playground software fee	101.44.6000.451.50070	3,355.00
TARGET SOLUTIONS LEARNING	INV63923	12/13/2022	annual dues	101.42.4000.421.50070	2,348.00
IACP	246296	12/19/2022	Membership- Otis	101.42.4000.421.50070	190.00
HILLYARD INC	604902252B	12/30/2022	Reissue of lost check #241243	101.42.4200.423.60011	680.54
WI SCTF (WI SUPPORT COLLECT…	INV0154080	12/30/2022	PARTICIPANT ID#0004986316	101.203.2032100	433.06
STATE OF MINNESOTA DEPAR…	'00000729368	12/31/2022	Data Practices Class - Katie - 20…	101.41.1100.413.50080	125.00
BJORKLUND COMPENSATION C…	'00004458	12/31/2022	Asst G.C. Superintendent Job Ev…	101.41.1100.413.30500	145.00
OXYGEN SERVICE COMPANY, INC	'0003542086	12/31/2022	Cylinder Refill	101.42.4000.421.60065	70.37
GEAR GRID LLC	0022406-IN	12/31/2022	SCBA equipment	101.42.4200.423.60040	2,479.08
NIEBUR TRACTOR & EQUIPMEN…	01-182077	12/31/2022	2022 Storm Maintenance Tool	101.43.5200.443.60040	223.99
METROPOLITAN COUNCIL	1/3/2023	12/31/2022	Other charges	101.41.0000.3414000	-99.40
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Ord 1438 Lodging Tax	101.41.1100.413.50025	39.48
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Ord 1435 - Stormwater	101.41.1100.413.50025	63.92
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	PAT	101.41.1200.414.50025	20.68
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Sample Ballot	101.41.1200.414.50025	197.40
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	22 Nuisance Abatement	101.45.3000.419.50025	195.99
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	22-47ZA	101.45.3200.419.50025	33.84
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Ord 1437 Rec Facility	101.45.3200.419.50025	36.66
MINNEAPOLIS OXYGEN CO.	103135	12/31/2022	oxygen cylinder rental St 3	101.42.4200.423.30700	286.01
MINNEAPOLIS OXYGEN CO.	103136	12/31/2022	oxygen cylinder rental st 1	101.42.4200.423.30700	204.29
MONAII LLC	11/16/2022	12/31/2022	Overpayment of liquor penalitit…	101.00.0000.3511000	750.00
INSIGHT PUBLIC SECTOR	1101013954	12/31/2022	Office365	101.47.1400.413.40035	2,513.65
KENISON, TERRI	12/28/2022	12/31/2022	cleaning stations 1,2 & 3	101.42.4200.423.30700	1,600.00
PERFORMANCE PLUS LLC	123222	12/31/2022	firefighter physicals	101.42.4200.423.30700	4,177.50
PERFORMANCE PLUS LLC	123227	12/31/2022	medical eval for Bohlman	101.42.4200.423.30700	87.50
KIRI ANN FAUL	1372	12/31/2022	Fitness for Duty	101.42.4000.421.30700	2,950.00
FIRST IMPRESSION GROUP	138263	12/31/2022	brochures for Explorer program	101.42.4200.423.30700	255.00
FIRST IMPRESSION GROUP	138448	12/31/2022	Business cards - Brenda D, Tony…	101.41.1000.413.50030	180.00
FIRST IMPRESSION GROUP	138448	12/31/2022	Business cards - Paul, Judy & Cr…	101.43.5100.442.50030	180.00
FIRST IMPRESSION GROUP	138448	12/31/2022	Business cards - JoJo & Mary L	101.45.3300.419.50030	120.00
FIRST IMPRESSION GROUP	138751	12/31/2022	2022 Dog Park Passes	101.44.6100.456.60009	195.00
UNIVERSAL ATHLETIC, LLC	150-0067569-01	12/31/2022	2022 soccer program equipment	101.44.6100.454.60009	408.00
MARTIN-MCALLISTER	15061	12/31/2022	Pre-employment psych. eval - Fi…	101.41.1100.413.30500	600.00
CULLIGAN	157984591006X12312022	12/31/2022	bottled water service St 1	101.42.4200.423.60065	103.93
CULLIGAN	157984591188X123122	12/31/2022	bottled water service St 3	101.42.4200.423.60065	18.85
CULLIGAN	157985524824X12312022	12/31/2022	2022 RV bottled water machine	101.44.6000.451.40050	11.30
CULLIGAN	157986034674X12312022	12/31/2022	bottled water service St 2	101.42.4200.423.60065	75.31
ALLSTREAM BUSINESS US, INC.	19079586	12/31/2022	PRI for phone system	101.47.1400.413.50020	1,518.21
COLLINS ELECTRICAL CONST.	2233316.01	12/31/2022	2022 traffic light repair	101.43.5200.443.40046	464.74
COLLINS ELECTRICAL CONST.	2234200.01	12/31/2022	2022 traffic signal repair	101.43.5200.443.40046	482.30
COLLINS ELECTRICAL CONST.	2234695.01	12/31/2022	2022 traffic light repair	101.43.5200.443.40046	387.82
STERLING CODIFIERS	22620	12/31/2022	2022 Codification	101.41.1100.413.30700	3,141.00
PAPCO, INC.	226887-1	12/31/2022	cleaning supplies	101.44.6000.451.60011	284.58
AT&T MOBILITY	287298707874X01032023	12/31/2022	Cell phones	101.47.1400.413.50020	946.30
AT&T MOBILITY	287298708193X01032023	12/31/2022	Cell phones	101.47.1400.413.50020	2,777.85
AT&T MOBILITY	287299110577X01032023	12/31/2022	Cell phones	101.47.1400.413.50020	2,758.95
BOLTON & MENK, INC.	303676	12/31/2022	Staff Aug General	101.43.5100.442.30700	10,750.00
VERIFIED HOLDINGS, LLC	338209	12/31/2022	VCI background checks for Dec.…	101.41.1100.413.30500	267.00
MN GLOVE & SAFETY, INC.	339838	12/31/2022	Inspection jacket	101.45.3300.419.60045	99.99
A-7 AUSTIN, LTD	40943	12/31/2022	ACA Healthcare Forms	101.41.2000.415.60010	134.58
STREAMLINE DESIGN INC	42011	12/31/2022	recruit hats	101.42.4200.423.60045	368.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STREAMLINE DESIGN INC	42024	12/31/2022	uniform shirts for NDTA	101.42.4200.424.60045	820.20
HOLMES DESIGN, INC.	5445	12/31/2022	2022 Dec. graphic design work	101.44.6100.459.30700	1,274.00
HILLYARD INC	604976298	12/31/2022	janitorial supplies for the statio…	101.42.4200.423.60011	2,722.50
HILLYARD INC	604979753	12/31/2022	janitorial supplies for the statio…	101.42.4200.423.60011	2,527.70
CENTURY LINK	651-457-4184-746 12/22	12/31/2022	Analog Phones	101.47.1400.413.50020	70.95
CENTURY LINK	651-457-4602-745 12/22	12/31/2022	Analog phones	101.47.1400.413.50020	100.70
CENTURY LINK	651-457-5524-959 12/22	12/31/2022	analog phone	101.47.1400.413.50020	80.94
CENTURY LINK	651-457-6070-069 12/22	12/31/2022	Analog phones	101.47.1400.413.50020	261.75
AMAZING ATHLETES	8375	12/31/2022	2022 - Fall Nov 10-Dec 22 dates…	101.44.6100.454.30700	495.00
EXPERT TREE AND SERVICE AND…	8772	12/31/2022	2022 tree work	101.43.5200.443.60016	1,600.00
EXPERT TREE AND SERVICE AND…	8773	12/31/2022	2022 tree work	101.43.5200.443.40046	7,350.00
EXPERT TREE AND SERVICE AND…	8774	12/31/2022	Tree maintenance	101.43.5200.443.40046	7,525.00
UNIFIRST CORPORATION	900735037	12/31/2022	2022 streets uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900735037	12/31/2022	2022 parks uniforms	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	900736384	12/31/2022	2022 streets uniform	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900736384	12/31/2022	2022 Parks Uniform	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	900737771	12/31/2022	2022 Streets Uniform	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900737771	12/31/2022	2022 Parks Uniforms	101.44.6000.451.60045	15.93
VERIZON WIRELESS	9923700962	12/31/2022	Cellular iPads	101.47.1400.413.50020	600.17
CDW GOVERNMENT INC	FP32301	12/31/2022	Computer Monitors	101.41.2000.415.60065	243.16
SPOK, INC.	G0317493M	12/31/2022	Translation service	101.47.1400.413.40035	4.89
JEFFERSON FIRE & SAFETY, INC.	IN147765	12/31/2022	helmet	101.42.4200.423.60065	389.31
SAFE-FAST, INC.	INV270622	12/31/2022	Gloves	101.43.5200.443.60045	298.80
ST PAUL STAMP WORKS INC	IV00538489	12/31/2022	badges for Class A uniforms	101.42.4000.421.91100	6,870.55
CDW GOVERNMENT INC	V298269B	12/31/2022	Monitors	101.45.3300.419.60065	1,640.45
C2 LLC	01-06846	01/05/2023	2023 Annual Fees-Investment S…	101.41.2000.415.50072	5,820.00
TRI-COUNTY LAW ENFORCEME…	12/1/2022	01/05/2023	Annual Dues	101.42.4000.421.50070	75.00
POLICE EXECUTIVE RESEARCH F…	207054176	01/05/2023	Conference-Haugland	101.42.4000.421.50080	9,700.00
GOVERNMENT FINANCE OFFIC…	246384	01/05/2023	2023 Dues: Hosszu	101.41.2000.415.50070	150.00
COVERTTRACK GROUP INC	53082	01/05/2023	2023 Annual renewal	101.42.4000.421.30700	600.00
LEXIPOL LLC	INVLEX13736	01/05/2023	Annual Fee	101.42.4000.421.70501	16,422.08
TRACKER PRODUCTS LLC	TPINV-003861	01/05/2023	Annual Fee	101.42.4000.421.50070	2,671.20
TYLER TECHNOLOGIES, INC	025-405149	01/12/2023	2023 Fees-Finance & Utility Billi…	101.41.2000.415.50072	38,873.19
IGH FIRE RELIEF ASSN	1/10/2023	01/12/2023	2023 Voluntary Contribution	101.42.4200.423.20510	92,475.00
MN RECREATION AND PARK AS…	11/30/2022	01/12/2023	2023 memberships	101.44.6000.451.50070	526.04
MN RECREATION AND PARK AS…	11/30/2022	01/12/2023	2023 memberships	101.44.6100.459.50070	751.48
MN DEPT OF AGRICULTURE	12/5/2022	01/12/2023	2023 pesticide licenses	101.44.6000.451.50070	70.00
METRO CITIES	1351	01/12/2023	2023 Metro cities membership …	101.41.1000.413.50070	10,212.00
EYEMED	165591710	01/12/2023	Premium 1.2023	101.203.2032700	246.71
EYEMED	165591716	01/12/2023	Premium-COBRA 1.2023	101.203.2032710	13.66
MCKESSON MEDICAL-SURGICAL …	20184670	01/12/2023	medical supplies for trucks	101.42.4200.423.60065	715.81
MSFDA	2023	01/12/2023	membership dues	101.42.4200.423.50070	495.00
INTECH SOFTWARE SOLUTIONS,…	2073	01/12/2023	2023 Election software	101.41.1140.413.50072	5,838.00
ESRI INC	26110156	01/12/2023	GIS Software	101.47.1400.413.40035	150.00
MESSERLI & KRAMER, P.A.	429770	01/12/2023	2023 1st quarter retainer	101.41.1000.413.30700	10,750.00
MN NCPERS LIFE INSURANCE	542000012023	01/12/2023	Premium 1.2023	101.203.2031600	224.00
MN NCPERS LIFE INSURANCE	542000022023	01/12/2023	Premium 2.2023	101.203.2031600	256.00
DAKOTA 911	IG2023-01	01/12/2023	DCC-Police 90/10	101.42.4000.421.70502	61,559.10
DAKOTA 911	IG2023-01	01/12/2023	DCC general fund invoice 1.2023	101.42.4200.423.70502	6,839.90
TARGET SOLUTIONS LEARNING	INV64516	01/12/2023	subscription for online training …	101.42.4200.423.50070	6,479.06
MATRIX COMMUNICATIONS, IN…	M006296	01/12/2023	Phone system software support	101.47.1400.413.40035	9,861.00
IACP	244680	12/19/2023	Membership-Daniels	101.42.4000.421.50070	75.00
				Fund 101 - GENERAL FUND Total:	**370,420.38**
Fund: 201 - C.V.B. FUND					
HOUR MEDIA	11-22-AAA1047	12/31/2022	NOV/DEC 2022 ADVERTISING VI…	201.44.1600.465.50025	970.00
STAR TRIBUNE	I00434889	12/31/2022	VISIT IGH CAMPAIGN	201.44.1600.465.50025	4,000.00
STAR TRIBUNE	I00435994	12/31/2022	VISIT IGH CAMPAIGN	201.44.1600.465.50025	7,000.00
				Fund 201 - C.V.B. FUND Total:	**11,970.00**
Fund: 205 - COMMUNITY CENTER					
R & R SPECIALTIES OF WI, INC.	0077126-IN	12/31/2022	2022 safety stand snow tank	205.44.6200.453.60040	212.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
R & R SPECIALTIES OF WI, INC.	0077199-IN	12/31/2022	2022 Zam blade sharpening	205.44.6200.453.40042	60.00
R & R SPECIALTIES OF WI, INC.	0077344-IN	12/31/2022	2022 Zam blade sharpening	205.44.6200.453.40042	60.00
R & R SPECIALTIES OF WI, INC.	0077490-IN	12/31/2022	2022 Zam blade sharpening	205.44.6200.453.40042	37.50
LVC COMPANIES, INC.	103768	12/31/2022	2022 - VMCC Alarm & Sprinkler …	205.44.6200.453.40040	660.00
LVC COMPANIES, INC.	103768	12/31/2022	2022 - VMCC Alarm & Sprinkler …	205.44.6200.453.40040	660.00
DENNIS HEMANN	12/28/2022	12/31/2022	2022 - supplies for new Pickleba…	205.44.6200.453.60016	94.20
GARTNER REFRIGERATION & M…	12448998	12/31/2022	compressor repair	205.44.6200.453.40040	676.00
APEC	125002	12/31/2022	HVAC filters	205.44.6200.453.60016	328.59
APEC	125002	12/31/2022	HVAC filters	205.44.6200.453.60016	328.60
FIRST IMPRESSION GROUP	138569	12/31/2022	personal trainer bus. cards	205.44.6200.453.50030	65.00
FIRST IMPRESSION GROUP	138751	12/31/2022	2022 Guest Passes	205.44.6200.453.50030	310.00
CULLIGAN	157011438908X12312022	12/31/2022	2022 softener salt	205.44.6200.453.60016	129.95
CULLIGAN	157011438908X12312022	12/31/2022	2022 softener salt	205.44.6200.453.60016	519.80
AQUA LOGIC, INC.	1694	12/31/2022	2022 Spa parts & svc	205.44.6200.453.40040	963.11
HUEBSCH SERVICES	20197349	12/31/2022	lobby mats	205.44.6200.453.40065	80.62
HUEBSCH SERVICES	20197349	12/31/2022	lobby mats	205.44.6200.453.40065	322.47
HILLER STORES, INC.	2116460	12/31/2022	recarpeting for Comm Rms proj…	205.44.6200.453.80200	49,585.32
PERFECTION PLUS, INC	214533	12/31/2022	2022 December cleaning & sanit…	205.44.6200.453.40040	8,657.70
TOTAL MECHANICAL SERVICES …	22230	12/31/2022	repairs to compressor #3	205.44.6200.453.40040	7,244.75
GILBERT MECHANICAL CONTRA…	225857	12/31/2022	2022 - misc repairs to AHU iss…	205.44.6200.453.40040	3,665.75
GILBERT MECHANICAL CONTRA…	225857	12/31/2022	2022 - misc repairs to AHU iss…	205.44.6200.453.40040	3,665.75
BRUCE NELSON PLUMBING AND…	2686B	12/31/2022	Snake floor drains	205.44.6200.453.40040	1,035.26
BRUCE NELSON PLUMBING AND…	2686B	12/31/2022	Snake floor drains	205.44.6200.453.40040	1,035.25
OWENS COMPANIES	32830	12/31/2022	2022 repair gas leak in boiler #2	205.44.6200.453.40040	1,761.70
OWENS COMPANIES	32888	12/31/2022	2022 repair to frozen rink pipe	205.44.6200.453.40040	2,002.00
PUSH PEDAL PULL	349109	12/31/2022	preventative maintenance	205.44.6200.453.40042	1,049.00
HOLMES DESIGN, INC.	5445	12/31/2022	2022 Dec. graphic design work	205.44.6200.453.30700	1,911.00
HAWKINS, INC.	6367948	12/31/2022	pool chemicals	205.44.6200.453.60024	3,142.96
MEI TOTAL ELEVATOR SOLUTIO…	999564	01/05/2023	2023 - VMCC Jan-Mar elevator …	205.44.6200.453.40040	284.67
R & R SPECIALTIES OF WI, INC.	0077756-IN	01/12/2023	2023 Zam blade sharpening	205.44.6200.453.40042	82.50
SMITH, GAYLE	1/4/2023	01/12/2023	2023 refund for cancellation	205.44.0000.3493501	45.00
MN RECREATION AND PARK AS…	11/30/2022	01/12/2023	2023 memberships	205.44.6200.453.50070	751.48
DAXKO ACQUISITION CORPORA…	196096	01/12/2023	2023 GroupEx Pro software	205.44.6200.453.50072	1,480.00
PUSH PEDAL PULL	351326	01/12/2023	2023 - parts for repairs	205.44.6200.453.40042	1,404.60
TWIN SOURCE SUPPLY	501930	01/12/2023	2023 cleaning supplies	205.44.6200.453.60011	175.74
TWIN SOURCE SUPPLY	501930	01/12/2023	2023 cleaning supplies	205.44.6200.453.60011	175.73
TWIN SOURCE SUPPLY	501981	01/12/2023	2023 cleaning supplies	205.44.6200.453.60011	369.97
TWIN SOURCE SUPPLY	501981	01/12/2023	2023 cleaning supplies	205.44.6200.453.60011	369.97
				Fund 205 - COMMUNITY CENTER Total:	**95,404.19**
Fund: 290 - EDA OPERATING					
EDAM	2023-10872	11/23/2022	2023 EONOMIC DEV. ASSOC. OF…	290.45.3000.419.50070	320.00
WSB & ASSOCIATES, INC.	R-021791-000-1	12/31/2022	Argenta Trl/I-494 Interchange P…	290.45.3000.419.30700	537.50
				Fund 290 - EDA OPERATING Total:	**857.50**
Fund: 402 - PARK ACQ. & DEV. FUND					
WSB & ASSOCIATES, INC.	R-021133-000-4	12/31/2022	NWA Parks #2 & #3	402.44.6000.451.30700	2,391.00
WSB & ASSOCIATES, INC.	R-021133-000-4	12/31/2022	NWA Parks #2 & #3	402.44.6000.451.30700	2,391.00
				Fund 402 - PARK ACQ. & DEV. FUND Total:	**4,782.00**
Fund: 404 - SEWER CAPITAL-CONNECTION FUND					
METROPOLITAN COUNCIL	1/3/2023	12/31/2022	Monthly SAC fees 12.2022	404.217.2170000	9,940.00
				Fund 404 - SEWER CAPITAL-CONNECTION FUND Total:	**9,940.00**
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	13074.00-20	12/31/2022	Design Services on 117th Street	436.73.5900.736.30300	42,162.39
				Fund 436 - 117TH STREET RECONSTRUCTION Total:	**42,162.39**
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
GOODPOINTE TECHNOLOGY, IN…	4360	11/30/2022	ICON Software Support	440.74.5900.740.30340	3,045.00
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	2022-09L	440.74.5900.740.50025	184.24
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	2022-09I	440.74.5900.740.50025	171.08
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	2022-09J	440.74.5900.740.50025	406.08
DERIK & HAU THAI	12/31/2022	12/31/2022	Refund S/A Overpymt 20-18405…	440.43.0000.3703000	8.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIMLEY-HORN & ASSOCIATES, I...	160509029-1122	12/31/2022	Carleda Way Street Recon	440.74.5900.740.30300	4,719.10
BOLTON & MENK, INC.	303676	12/31/2022	Staff Aug Bolland & 62nd	440.74.5900.740.30700	1,625.00
BOLTON & MENK, INC.	303676	12/31/2022	Staff Aug Cheney Coffman Path	440.74.5900.740.30700	1,250.00
BOLTON & MENK, INC.	303676	12/31/2022	Staff Aug Carmen & Claude	440.74.5900.740.30700	625.00
BOLTON & MENK, INC.	303771	12/31/2022	Surveying Bolland & 62nd	440.74.5900.740.30300	1,444.50
WSB & ASSOCIATES, INC.	R-019066-000-12	12/31/2022	Feasibility Carmen/Claude WSB	440.74.5900.740.30300	1,824.00
			Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:		**15,302.00**
Fund: 441 - STORM WATER OPERATING					
CITY OF EAGAN	9/30/2022	12/31/2022	3rd Qtr 2022 Eagan Utility JPA P...	441.74.5900.741.40030	5,980.94
LONE OAK COMPANIES	91646	12/31/2022	12-2022 UT Statement Processi...	441.74.5900.741.30700	640.31
LONE OAK COMPANIES	91646	12/31/2022	12-2022 Postage Credit	441.74.5900.741.50035	-58.22
LOWER MISSISSIPPI RIVER WMO	2023-01	01/12/2023	2023 Dues for LMRWMO	441.74.5900.741.50070	55,746.14
			Fund 441 - STORM WATER OPERATING Total:		**62,309.17**
Fund: 446 - NW AREA CAPITAL PROJECTS					
KIMLEY-HORN & ASSOCIATES, I...	23229422	12/31/2022	CSAH 26/63 Construction	446.74.5900.746.30300	12,136.97
			Fund 446 - NW AREA CAPITAL PROJECTS Total:		**12,136.97**
Fund: 501 - WATER OPERATING FUND					
ELROY'S ELECTRIC SERVICE	'007900	12/31/2022	water treatment plant equipme...	501.50.7100.512.40042	275.00
TYLER TECHNOLOGIES, INC	025-407451	12/31/2022	Insite Fees - online payments (5...	501.50.7100.512.70440	2,131.25
TODD DOUGLAS EDINGER - RMR...	2022401	12/31/2022	meter reading	501.50.7100.512.30700	1,720.20
GOPHER STATE ONE-CALL	2120488	12/31/2022	locate tickets	501.50.7100.512.30700	166.05
SHERWIN-WILLIAMS CO.	6017-7	12/31/2022	Paint for Well house 7	501.50.7100.512.40040	135.63
ELROY'S ELECTRIC SERVICE	7906	12/31/2022	new motor	501.50.7100.512.40042	117.50
CITY OF EAGAN	9/30/2022	12/31/2022	3rd Qtr 2022 Eagan Utility JPA P...	501.50.7100.512.40005	121,646.48
LONE OAK COMPANIES	91539	12/31/2022	12-2022 Reminder Notices (50%)	501.50.7100.512.30700	199.20
LONE OAK COMPANIES	91622	12/31/2022	2023 Rate sheet Processing (50...	501.50.7100.512.30700	319.72
LONE OAK COMPANIES	91646	12/31/2022	12-2022 UT Statement Processi...	501.50.7100.512.30700	640.31
LONE OAK COMPANIES	91646	12/31/2022	12-2022 Postage Credit	501.50.7100.512.50035	-58.22
BATTERIES PLUS	P58219689	12/31/2022	Batteries Utilities	501.50.7100.512.60016	17.24
TYLER TECHNOLOGIES, INC	025-402036	01/05/2023	2023 Fees Utility Billing Softwar...	501.50.7100.512.50072	3,109.95
SUSA	1/1/2023 Eric Kramer	01/05/2023	SUSA Membership	501.50.7100.512.50070	125.00
SUSA	1/1/2023 Matt Johnson	01/05/2023	SUSA Membership	501.50.7100.512.50070	125.00
ASSURE CO RISK MANAGEMENT...	12163	01/12/2023	Annual Compliance Fee	501.50.7100.512.30700	4,200.00
CORE & MAIN LP	S171979	01/12/2023	Meters	501.50.7100.512.75500	7,971.61
			Fund 501 - WATER OPERATING FUND Total:		**142,841.92**
Fund: 502 - SEWER OPERATING FUND					
TYLER TECHNOLOGIES, INC	025-407451	12/31/2022	Insite Fees - online payments (5...	502.51.7200.514.70440	2,131.25
MN GLOVE & SAFETY, INC.	339789	12/31/2022	uniforms	502.51.7200.514.60045	48.90
CITY OF EAGAN	9/30/2022	12/31/2022	3rd Qtr 2022 Eagan Utility JPA P...	502.51.7200.514.40015	47,386.38
LONE OAK COMPANIES	91539	12/31/2022	12-2022 Reminder Notices (50...	502.51.7200.514.30700	199.20
LONE OAK COMPANIES	91622	12/31/2022	2023 Rate sheet Processing (50...	502.51.7200.514.30700	319.73
LONE OAK COMPANIES	91646	12/31/2022	12-2022 UT Statement Processi...	502.51.7200.514.30700	640.31
LONE OAK COMPANIES	91646	12/31/2022	12-2022 Postage Credit	502.51.7200.514.50035	-58.22
TYLER TECHNOLOGIES, INC	025-402036	01/05/2023	2023 Fees Utility Billing Softwar...	502.51.7200.514.50072	3,109.95
			Fund 502 - SEWER OPERATING FUND Total:		**53,777.50**
Fund: 503 - INVER WOOD GOLF COURSE					
SECURITAS ELECTRONIC SECURI...	7001157521	12/14/2022	shop security system	503.52.8600.527.50070	236.29
WILSON SPORTING GOODS	4539977677	12/31/2022	range balls	503.52.8100.522.60060	4,049.33
UNIFIRST CORPORATION	900724289	12/31/2022	uniform/towels	503.52.8600.527.60045	144.71
UNIFIRST CORPORATION	900740537	12/31/2022	uniform/towels	503.52.8600.527.60045	132.74
MN DEPT OF HEALTH	1/1/2023	01/12/2023	2023 GC annual license	503.52.8300.524.50070	685.00
ARTHUR J GALLAGHER RISK	4499323	01/12/2023	2023 IWGC Liquor Liability Insu...	503.52.8500.526.50014	4,165.00
			Fund 503 - INVER WOOD GOLF COURSE Total:		**9,413.07**
Fund: 602 - RISK MANAGEMENT					
HEPPNER'S AUTO BODY	49230	12/31/2022	2022- Squad Repair - Squad v R...	602.00.2100.415.70200	3,209.60
HEPPNER'S AUTO BODY	49301	12/31/2022	2022-Repair of rear-ended squ...	602.00.2100.415.70200	3,637.59
			Fund 602 - RISK MANAGEMENT Total:		**6,847.19**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 603 - CENTRAL EQUIPMENT					
PERFECTION PLUS, INC	214533	12/31/2022	2022 December cleaning & sanit…	603.00.5300.444.40040	766.62
AMERICAN TEST CENTER	2222391	12/31/2022	Fire Trucks safety inspections	603.00.5300.444.40041	2,500.00
NORTH AMERICAN TRAILER SAL…	30004199764	12/31/2022	2022 324 Truck Parts	603.00.5300.444.40041	34.38
TOTAL CONSTRUCTION & EQUIP.	35219	12/31/2022	2022 building LED lighting	603.00.5300.444.40040	3,048.48
INVER GROVE FORD	5323700	12/31/2022	2022 truck parts	603.00.5300.444.40041	49.00
ARROW MOWER, INC.	78439	12/31/2022	2022 Snowblower 4200 Parts	603.00.5300.444.40042	156.85
UNIFIRST CORPORATION	900735037	12/31/2022	2022 Misc Supplies	603.00.5300.444.40065	163.45
UNIFIRST CORPORATION	900735037	12/31/2022	2022 CE Uniforms	603.00.5300.444.60045	32.62
UNIFIRST CORPORATION	900736384	12/31/2022	2022 Misc Supplies	603.00.5300.444.40065	137.26
UNIFIRST CORPORATION	900736384	12/31/2022	2022 CE Uniform	603.00.5300.444.60045	32.62
UNIFIRST CORPORATION	900737771	12/31/2022	2022 Misc Supplies	603.00.5300.444.40065	120.46
UNIFIRST CORPORATION	900737771	12/31/2022	2022 CE uniforms	603.00.5300.444.60045	32.62
MANSFIELD OIL COMPANY	MBINV-7735541	12/31/2022	2022 Fuel	603.00.5300.444.60021	504.60
MACQUEEN EMERGENCY GRO…	P08223	12/31/2022	2022 L13 Fire Truck Part	603.00.5300.444.40041	97.14
MACQUEEN EMERGENCY GRO…	P08279	12/31/2022	Fire truck part	603.00.5300.444.40041	71.51
MN DEPT OF PUBLIC SAFETY DR…	12/1/2022	01/12/2023	registration for #1901	603.00.5300.444.50070	306.25
				Fund 603 - CENTRAL EQUIPMENT Total:	**8,053.86**
Fund: 604 - CENTRAL STORES					
QUADIENT LEASING USA, INC.	N9728934	12/31/2022	Postage lease 10.26.2022-1.25.…	604.00.2200.416.40050	825.00
				Fund 604 - CENTRAL STORES Total:	**825.00**
Fund: 605 - CITY FACILITIES					
OTIS ELEVATOR COMPANY	100401001075	12/19/2022	2023 - WTP annual elevator svc	605.00.7500.460.40040	1,429.92
LVC COMPANIES, INC.	103600	12/31/2022	2022 repair to tamper FS #2	605.00.7500.460.40040	280.00
LVC COMPANIES, INC.	103762	12/31/2022	2022 - PD Alarm & Sprinkler ins…	605.00.7500.460.40040	590.00
LVC COMPANIES, INC.	103763	12/31/2022	2022 - WTP Alarm & Sprinkler i…	605.00.7500.460.40040	590.00
LVC COMPANIES, INC.	103764	12/31/2022	2022 - FS #1 Alarm & Sprinkler i…	605.00.7500.460.40040	590.00
LVC COMPANIES, INC.	103765	12/31/2022	2022 - PW Alarm & Sprinkler in…	605.00.7500.460.40040	730.00
LVC COMPANIES, INC.	103766	12/31/2022	2022 - FS #2 Alarm & Sprinkler i…	605.00.7500.460.40040	590.00
LVC COMPANIES, INC.	103767	12/31/2022	2022 - Inver Wood Alarm & Spri…	605.00.7500.460.40040	590.00
LVC COMPANIES, INC.	103769	12/31/2022	2022 - RV Park Alarm & Sprinkle…	605.00.7500.460.40040	590.00
LVC COMPANIES, INC.	103866	12/31/2022	2022 FS #3 alarm inspection	605.00.7500.460.40040	278.00
LVC COMPANIES, INC.	104433	12/31/2022	2022 FS #1 extinguishers testing…	605.00.7500.460.40040	396.75
LVC COMPANIES, INC.	104435	12/31/2022	2022 FS #2 extinguishers testing…	605.00.7500.460.40047	191.45
LVC COMPANIES, INC.	104437	12/31/2022	2022 FS #3 extinguisher testing…	605.00.7500.460.40047	250.40
LVC COMPANIES, INC.	104438	12/31/2022	2022 PD extinguisher testing & …	605.00.7500.460.40047	1,740.15
LVC COMPANIES, INC.	104439	12/31/2022	2022 PW extinguisher testing & …	605.00.7500.460.40047	1,375.33
LVC COMPANIES, INC.	104442	12/31/2022	2022 WTP extinguisher testing …	605.00.7500.460.40047	1,337.44
LVC COMPANIES, INC.	104444	12/31/2022	2022 RV Park extinguisher testi…	605.00.7500.460.40047	137.45
LVC COMPANIES, INC.	104448	12/31/2022	2022 Inver Wood extinguisher t…	605.00.7500.460.40047	387.85
LVC COMPANIES, INC.	104450	12/31/2022	2022 Cold Storage extinguisher …	605.00.7500.460.40047	106.50
CULLIGAN	157985030228X12312022	12/31/2022	2022 softener salt	605.00.7500.460.60016	81.20
HUEBSCH SERVICES	20197348	12/31/2022	lobby mats	605.00.7500.460.40065	171.57
PERFECTION PLUS, INC	214533	12/31/2022	2022 December cleaning & sanit…	605.00.7500.460.40040	6,363.19
OPTION ONE MECHANICAL LLC	2609	12/31/2022	2022 - PW -replace condenser f…	605.00.7500.460.40040	1,210.00
AEP ONSITE PARTNERS, LLC	419-21410329	12/31/2022	2022 Dec solar panels	605.00.7500.460.40021	1,349.47
GIP III ZEPHYR ACQUISITION PA…	INVRGRV-12212	12/31/2022	10.2022 solar gardens	605.00.7500.460.40020	26,982.62
TRI-STATE BOBCAT INC.	P88326	12/31/2022	2022 Toolcat repair parts	605.00.7500.460.40042	4,744.13
MEI TOTAL ELEVATOR SOLUTIO…	999564	01/05/2023	2023 - CH & FS#2 Jan- Mar elev…	605.00.7500.460.40040	854.04
MAS COMMUNICATIONS	221200050101	01/12/2023	2023 CH elevator monitoring	605.00.7500.460.40040	50.61
INNOVATIVE OFFICE SOLUTIONS	CIN113228	01/12/2023	2023 2 sit/stand desks	605.00.7500.460.40047	1,082.79
				Fund 605 - CITY FACILITIES Total:	**55,070.86**
Fund: 702 - ESCROW FUND					
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	22.37ZC	702.229.2307003	-32.43
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	22.37ZC	702.229.2307003	32.43
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Ord 1436 22-39CV	702.229.2307503	51.70
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Ord 1436 22-39Cv	702.229.2307703	36.66
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Builders Lot Group 22-46PUD	702.229.2308803	29.61
ST. PAUL PIONEER PRESS	1022572521	12/31/2022	Builders Lot Group 22-46PUD	702.229.2308803	31.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCOTT & LOU BRUNFELT	12/28/2022	12/31/2022	Escrow Release - Brunfelt 22-43Z	702.229.2308103	470.86
BARR ENGINEERING COMPANY	23190328.22-10	12/31/2022	Silver Star Car Wash Review	702.229.2306303	35.50
BARR ENGINEERING COMPANY	23190328.22-10	12/31/2022	Roberts Curve 4th Ed	702.229.2307703	93.50
KIMLEY-HORN & ASSOCIATES, I...	23229423	12/31/2022	HIghlands at Settlers Ridge Cons..	702.229.2288102	6,150.64
BOLTON & MENK, INC.	303773	12/31/2022	Peltier Development Improvem...	702.229.2304103	2,465.00
				Fund 702 - ESCROW FUND Total:	**9,365.43**
				Grand Total:	**911,479.43**

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 12/31/2022 - 12/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
WELLS FARGO CREDIT CARD ACH	1 800 Petmeds O'Connor, WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.60065	201.53
WELLS FARGO CREDIT CARD ACH	1 800 Petmeds O'Connor, WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.60065	107.45
PETTY CASH - WF PURCHASE C…	12/31/2022	12/31/2022	WF Fees - 12.2022	101.41.2000.415.70440	422.06
DAKOTA ELECTRIC ASSN	200001093947 12/31/22	12/31/2022	Electric	101.43.5400.445.40020	1,474.75
DAKOTA ELECTRIC ASSN	200002468379 12/31/22	12/31/2022	Electric	101.44.6000.451.40020	643.97
DAKOTA ELECTRIC ASSN	200002501658 12/31/22	12/31/2022	Electric	101.44.6000.451.40020	139.33
DAKOTA ELECTRIC ASSN	200003935632 12/31/22	12/31/2022	Electric	101.44.6000.451.40020	171.41
DAKOTA ELECTRIC ASSN	200004267134 12/31/22	12/31/2022	Electric	101.43.5400.445.40020	56.08
DAKOTA ELECTRIC ASSN	200004430542 12/31/22	12/31/2022	Electric	101.44.6000.451.40020	18.96
DAKOTA ELECTRIC ASSN	200010036635 12/31/22	12/31/2022	Electric	101.42.4200.423.40020	2,306.75
XCEL ENERGY	809935085	12/31/2022	Parks electric charges	101.44.6000.451.40020	197.85
XCEL ENERGY	810025281	12/31/2022	Street lighting electric charges	101.43.5400.445.40020	12,725.60
XCEL ENERGY	810558784	12/31/2022	FD natural gas charges	101.42.4200.423.40010	6,466.88
XCEL ENERGY	810558784	12/31/2022	FD electric charges	101.42.4200.423.40020	1,452.20
XCEL ENERGY	810558784	12/31/2022	Street lighting electric charges	101.43.5400.445.40020	1,686.57
XCEL ENERGY	810558784	12/31/2022	Parks natural gas charges	101.44.6000.451.40010	1,181.89
XCEL ENERGY	810558784	12/31/2022	Parks electric charges	101.44.6000.451.40020	955.33
XCEL ENERGY	811260463	12/31/2022	PD electric	101.42.4000.421.40042	51.15
WELLS FARGO CREDIT CARD ACH	Active911 Inc Chiodo, Mo WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	810.00
WELLS FARGO CREDIT CARD ACH	Alex Pro Firearms Llc Madsen, B…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	131.00
WELLS FARGO CREDIT CARD ACH	Amazon.Com Fh0ir2dc3 Wonick,…	12/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60040	27.48
WELLS FARGO CREDIT CARD ACH	Amazon.Com Jo47a4433 A Gade…	12/31/2022	Wells Fargo Purchase Cards	101.47.1400.413.60041	59.97
WELLS FARGO CREDIT CARD ACH	Amazon.Com Pc2v16qx3 A Gade…	12/31/2022	Wells Fargo Purchase Cards	101.47.1400.413.60041	64.80
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 0q1rp21k3 Chio…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	84.92
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 7p2cg3773 Mikel…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	41.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 7y6302ab3 Won…	12/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60065	219.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Cv4gh7px3 Mikel…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	61.96
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Dr6ai57z3 Chiod…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	33.74
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us K43s95pq3 Jack…	12/31/2022	Wells Fargo Purchase Cards	101.43.5200.443.60016	25.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Mc7nk6tu3 Chio…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	50.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Rh2b40b93 Chio…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	1,234.33
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Vo3xx0qj3 Chio…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	295.55
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Xk08r0l43 Woni…	12/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60040	489.47
WELLS FARGO CREDIT CARD ACH	Apple.Com/Bill Gade, Marc WF …	12/31/2022	Wells Fargo Purchase Cards	101.47.1400.413.40035	10.70
WELLS FARGO CREDIT CARD ACH	Apple.Com/Bill Gade, Marc WF …	12/31/2022	Wells Fargo Purchase Cards	101.47.1400.413.40035	10.70
WELLS FARGO CREDIT CARD ACH	Asce Purchasing Payable, A WF …	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	305.00
WELLS FARGO CREDIT CARD ACH	Atvcourse.Com Lee, Katri WF 12…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50080	74.85
WELLS FARGO CREDIT CARD ACH	Balloon Connection Inc Mikel, R…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.30700	427.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50080	150.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Winget,…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Burger King #10771 Q07 Sharrat…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	12.89
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #156 Abrah…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	20.00
WELLS FARGO CREDIT CARD ACH	Civil Engineering Acad Payable, …	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	662.15
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fee Lee, Katr…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50080	0.75
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 Kiernan, R WF…	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	15.54
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 Lares, Ada WF…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	92.63
WELLS FARGO CREDIT CARD ACH	Dakota Awards & Engrav Wonic…	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	71.39
WELLS FARGO CREDIT CARD ACH	Dakota Awards & Engrav Wonic…	12/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60065	14.75
WELLS FARGO CREDIT CARD ACH	Dakota Awards & Engrav Wonic…	12/31/2022	Wells Fargo Purchase Cards	101.45.3000.419.60065	14.75
WELLS FARGO CREDIT CARD ACH	Dollar Tree Wiederhoef WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	31.25
WELLS FARGO CREDIT CARD ACH	Dollar Tree Wiederhoef WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	36.25
WELLS FARGO CREDIT CARD ACH	Eds Trophies Wonick, Ju WF 12…	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	50.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Eds Trophies Wonick, Ju WF 12…	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	50.00
WELLS FARGO CREDIT CARD ACH	Eds Trophies Wonick, Ju WF 12…	12/31/2022	Wells Fargo Purchase Cards	101.45.3200.419.60065	50.00
WELLS FARGO CREDIT CARD ACH	Emsstuff Bergum, Er WF 12/22	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	165.69
WELLS FARGO CREDIT CARD ACH	Emsstuff Bergum, Er WF 12/22	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	38.59
WELLS FARGO CREDIT CARD ACH	Emsstuff Bergum, Er WF 12/22 …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	-18.69
WELLS FARGO CREDIT CARD ACH	Facebk Qncyzjbdx2 Looze, Amy…	12/31/2022	Wells Fargo Purchase Cards	101.41.1300.413.50025	25.18
WELLS FARGO CREDIT CARD ACH	Fun Jumps Entertainmen Berg…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.30700	245.70
WELLS FARGO CREDIT CARD ACH	Fusion Learning Partne Gade, …	12/31/2022	Wells Fargo Purchase Cards	101.47.1400.413.50080	475.00
WELLS FARGO CREDIT CARD ACH	Gerten Greenhouses Lares, Ada…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	88.06
WELLS FARGO CREDIT CARD ACH	Gerten Greenhouses Mikel, Rac…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	34.93
WELLS FARGO CREDIT CARD ACH	Gerten Greenhouses Mikel, Rac…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	-44.93
WELLS FARGO CREDIT CARD ACH	Gps Municipal Clerks A Kiernan,…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	51.48
WELLS FARGO CREDIT CARD ACH	Gps Municipal Clerks A Kiernan,…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50070	51.48
WELLS FARGO CREDIT CARD ACH	Green Acres Inc Mikel, Rac WF …	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.452.30700	280.00
WELLS FARGO CREDIT CARD ACH	Hobby-Lobby #742 Chiodo, Me…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	22.49
WELLS FARGO CREDIT CARD ACH	Holiday Stations 0471 Chiodo, …	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	43.66
WELLS FARGO CREDIT CARD ACH	Holiday Stations 0471 Chiodo, …	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	42.80
WELLS FARGO CREDIT CARD ACH	Holiday Stations 0475 Chiodo, …	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	47.70
WELLS FARGO CREDIT CARD ACH	Hy-Vee Eagan 1165 Wonick, Ju…	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	46.99
WELLS FARGO CREDIT CARD ACH	Iaai Oswald, Sc WF 12/22	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	70.00
WELLS FARGO CREDIT CARD ACH	Industrialsafety.Com Underdahl,…	12/31/2022	Wells Fargo Purchase Cards	101.43.5200.443.60045	86.92
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Bergum,…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	259.96
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Hawkins,…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	22.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Hawkins,…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	54.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Hawkins,…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	-22.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Ravn, Ky…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60012	24.99
WELLS FARGO CREDIT CARD ACH	Itlpatch.Com Lee, Katri WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60006	1,385.00
WELLS FARGO CREDIT CARD ACH	Jaynes Hallmark 3 Mikel, Rac W…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	19.96
WELLS FARGO CREDIT CARD ACH	Kwik Trip 11600011684 Chiodo,…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	47.64
WELLS FARGO CREDIT CARD ACH	Main Gate Bar And Gril Sharratt,…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	50.71
WELLS FARGO CREDIT CARD ACH	Main Gate Bar And Gril Winget,…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	17.00
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Rema…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60012	81.74
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Rema…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60012	19.23
WELLS FARGO CREDIT CARD ACH	Minnesota Locks Hawkins, J WF…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60066	33.60
WELLS FARGO CREDIT CARD ACH	Minnesota Nursery And O'Conn…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	400.00
WELLS FARGO CREDIT CARD ACH	Mn Iaai Oswald, Sc WF 12/22	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	25.00
WELLS FARGO CREDIT CARD ACH	Notarystamps.Com Johnson, S …	12/31/2022	Wells Fargo Purchase Cards	101.45.3300.419.50070	31.10
WELLS FARGO CREDIT CARD ACH	Nu Cps Registration Lee, Katri …	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	1,100.00
WELLS FARGO CREDIT CARD ACH	Oakley B193 Haugland, WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60045	155.28
WELLS FARGO CREDIT CARD ACH	Old World Pizza Bauer, Cor WF …	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	310.50
WELLS FARGO CREDIT CARD ACH	Old World Pizza Bernardy, WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50075	74.88
WELLS FARGO CREDIT CARD ACH	Old World Pizza Oswald, Sc WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50075	71.40
WELLS FARGO CREDIT CARD ACH	Old World Pizza Wiederhoef WF…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	60.82
WELLS FARGO CREDIT CARD ACH	Old World Pizza Wiederhoef WF…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	77.40
WELLS FARGO CREDIT CARD ACH	Party City 1153 Hofmeister WF …	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	115.20
WELLS FARGO CREDIT CARD ACH	Party City 1153 Mikel, Rac WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	69.00
WELLS FARGO CREDIT CARD ACH	Party City 1153 Mikel, Rac WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	-73.92
WELLS FARGO CREDIT CARD ACH	Party City Bopis Mikel, Rac WF …	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	55.40
WELLS FARGO CREDIT CARD ACH	Paypal Firemarshal Oswald, Sc…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	40.00
WELLS FARGO CREDIT CARD ACH	Paypal Stpaulstamp Kiernan, R…	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	-2.28
WELLS FARGO CREDIT CARD ACH	Petco 1652 63516520 Rose, R…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60013	56.97
WELLS FARGO CREDIT CARD ACH	Pizza Ranch - Little F Winget, Da…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	53.14
WELLS FARGO CREDIT CARD ACH	Positive Promotions Bernardy, …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60006	2,858.49
WELLS FARGO CREDIT CARD ACH	Positive Promotions Bernardy, …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60006	332.68
WELLS FARGO CREDIT CARD ACH	Psi Services Llc Rosendale, WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50080	175.00
WELLS FARGO CREDIT CARD ACH	Rescue Response Gear Oswald, …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	393.73
WELLS FARGO CREDIT CARD ACH	Sams Membership Lee, Katri WF…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	110.00
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 Lares, Ada WF …	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	85.96
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 Bergum, Er WF…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50075	218.67
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 Bergum, Er WF…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50075	-7.29

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 Chiodo, Me WF…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	264.32
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 Lares, Ada WF …	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	610.18
WELLS FARGO CREDIT CARD ACH	Samsclub.Com Mikel, Rac WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	94.06
WELLS FARGO CREDIT CARD ACH	Sanchez Burrito Sharratt, WF 1…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	15.47
WELLS FARGO CREDIT CARD ACH	Sanchez Burrito Winget, Da WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	15.09
WELLS FARGO CREDIT CARD ACH	Spsworks Kiernan, R WF 12/22	12/31/2022	Wells Fargo Purchase Cards	101.41.1000.413.60065	32.05
WELLS FARGO CREDIT CARD ACH	Super Vac Oswald, Sc WF 12/22	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.40042	380.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 Bauer, Cor…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	100.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 Lares, Ada…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	125.34
WELLS FARGO CREDIT CARD ACH	Target 00025197 Looze, Am…	12/31/2022	Wells Fargo Purchase Cards	101.41.1300.413.60010	7.98
WELLS FARGO CREDIT CARD ACH	Target 00025197 Wiederho…	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	72.29
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	50.00
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	30.00
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	20.00
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH	Target.Com Bauer, Cor WF 12/…	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bergum…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60011	245.39
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bergum…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	11.91
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Ravn, K…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	139.95
WELLS FARGO CREDIT CARD ACH	Turitto S Pizza Swoboda, B WF …	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	99.20
WELLS FARGO CREDIT CARD ACH	Twin Cities Magic & Co Vandeh…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	107.63
WELLS FARGO CREDIT CARD ACH	Tyler Technologies, In Payable, …	12/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50080	150.00
WELLS FARGO CREDIT CARD ACH	Walgreens #4882 Lee, Katri WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50030	5.98
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1472 Vandehoef, WF…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	127.18
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Chiodo, Mo WF…	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	57.92
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Lee, Katri WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60065	1.58
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Vandehoef, WF…	12/31/2022	Wells Fargo Purchase Cards	101.44.6100.456.60009	4.18
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #2642 Lares, …	12/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50075	10.58
WELLS FARGO CREDIT CARD ACH	Www.1and1.Com O'Connor, W…	12/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	12.00
WELLS FARGO CREDIT CARD ACH	Zoom.Us 888-799-9666 Chiodo,…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	14.99
WELLS FARGO CREDIT CARD ACH	Zoom.Us 888-799-9666 Lee, Kat…	12/31/2022	Wells Fargo Purchase Cards	101.130.1430000	11.99
WELLS FARGO CREDIT CARD ACH	Zoro Tools Inc Chiodo, Mo WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60018	1,540.25
WELLS FARGO CREDIT CARD ACH	Zoro Tools Inc Chiodo, Mo WF …	12/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	1,525.65
				Fund 101 - GENERAL FUND Total:	**52,660.65**
Fund: 201 - C.V.B. FUND					
WELLS FARGO CREDIT CARD ACH	Google Gsuite Visitigh Satre, Eri…	12/31/2022	Wells Fargo Purchase Cards	201.44.1600.465.50025	18.00
				Fund 201 - C.V.B. FUND Total:	**18.00**
Fund: 205 - COMMUNITY CENTER					
XCEL ENERGY	809935085	12/31/2022	Ice arena load profile electric	205.44.6200.453.40020	15,991.51
XCEL ENERGY	809935086	12/31/2022	Aquatic center electric charges	205.44.6200.453.40020	12,758.56
XCEL ENERGY	810558784	12/31/2022	Aquatic center natural gas char…	205.44.6200.453.40010	19,104.89
XCEL ENERGY	81058256	12/31/2022	Ice arena load profile electric	205.44.6200.453.40020	9,629.98
WELLS FARGO CREDIT CARD ACH	Amazon.Com 3z92t3ww3 Roach…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	11.07
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1m3254sk3 Bur…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	79.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 2731i3lf3 Crary, …	12/31/2022	Wells Fargo Purchase Cards	205.130.1430000	98.44
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ah3wz1kp3 Roa…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	13.50
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Df7l37mh3 Roac…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	72.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hm9av5c73 Roa…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60040	149.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us L11z47bx3 Burge…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60010	159.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us L957a8j93 Roach…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	78.96
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Us1lh8s83 Hofm…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	285.95
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 Hofmeister W…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60018	42.55
WELLS FARGO CREDIT CARD ACH	Heartsmart.Com Abrahamson …	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.40042	333.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Bodsber…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60040	49.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Bodsber…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60040	49.99
WELLS FARGO CREDIT CARD ACH	Medpro Waste Disposal O'Con…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.40025	112.21
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Bodsb…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	50.81
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Bodsb…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	50.82

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Nihca Abrahamson WF 12/22	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50075	30.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 Abrahams…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	117.54
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bodsbe…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	27.71
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bodsbe…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	23.51
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bodsbe…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	23.50
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bodsbe…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	27.72
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bodsbe…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	74.55
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Bodsbe…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	74.56
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Todd, P…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.80200	101.92
WELLS FARGO CREDIT CARD ACH	Tvy Silversneakers Crary, Amy …	12/31/2022	Wells Fargo Purchase Cards	205.130.1430000	210.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 Crary, Amy WF…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	18.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 Crary, Amy WF…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	18.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Crary, Amy WF…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	8.94
WELLS FARGO CREDIT CARD ACH	Whentowork Inc Abrahamson …	12/31/2022	Wells Fargo Purchase Cards	205.130.1430000	360.00
WELLS FARGO CREDIT CARD ACH	Zumba Fitness Crary, Amy WF 1…	12/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50070	38.99
				Fund 205 - COMMUNITY CENTER Total:	**60,280.10**
Fund: 290 - EDA OPERATING					
WELLS FARGO CREDIT CARD ACH	Bridgetower Psa Sub Rand, Hea…	12/31/2022	Wells Fargo Purchase Cards	290.130.1430000	295.00
WELLS FARGO CREDIT CARD ACH	Cre Event Regu59c29bk Rand, …	12/31/2022	Wells Fargo Purchase Cards	290.45.3000.419.50080	120.24
WELLS FARGO CREDIT CARD ACH	Paypal Ehlers Rand, Heat WF 1…	12/31/2022	Wells Fargo Purchase Cards	290.130.1430000	295.00
WELLS FARGO CREDIT CARD ACH	Urban Land Institute Rand, Heat…	12/31/2022	Wells Fargo Purchase Cards	290.130.1430000	50.00
				Fund 290 - EDA OPERATING Total:	**760.24**
Fund: 441 - STORM WATER OPERATING					
XCEL ENERGY	810558784	12/31/2022	Storm water electric charges	441.74.5900.741.40020	221.00
				Fund 441 - STORM WATER OPERATING Total:	**221.00**
Fund: 501 - WATER OPERATING FUND					
XCEL ENERGY	810558784	12/31/2022	Water natural gas charges	501.50.7100.512.40010	4,366.06
XCEL ENERGY	810558784	12/31/2022	Water electric charges	501.50.7100.512.40020	19,875.85
WELLS FARGO CREDIT CARD ACH	Fleet Farm 6500 Johnson, M WF…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60045	405.92
WELLS FARGO CREDIT CARD ACH	Indco Inc Gubash, Sc WF 12/22	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40042	479.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Gubash,…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40043	7.12
WELLS FARGO CREDIT CARD ACH	Mc Crometer Corp Gubash, Sc …	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40042	1,039.07
WELLS FARGO CREDIT CARD ACH	Sq Flags Unlimited 2 Johnson, …	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	480.26
WELLS FARGO CREDIT CARD ACH	The Home Depot #2813 Johnso…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60040	43.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Gubash,…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40043	110.14
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Johnso…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40040	29.38
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Johnso…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60040	133.97
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Johnso…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	114.69
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Gubash,…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60045	31.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Gubash,…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60045	36.98
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Gubash,…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60045	107.96
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Johnson, M WF…	12/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40040	54.84
				Fund 501 - WATER OPERATING FUND Total:	**27,317.21**
Fund: 502 - SEWER OPERATING FUND					
DAKOTA ELECTRIC ASSN	200010048618 12/31/22	12/31/2022	Electric	502.51.7200.514.40020	174.58
XCEL ENERGY	810558784	12/31/2022	Sewer natural gas charges	502.51.7200.514.40010	619.82
XCEL ENERGY	810558784	12/31/2022	Sewer electric charges	502.51.7200.514.40020	1,644.91
WELLS FARGO CREDIT CARD ACH	Fleet Farm 6500 Gubash, Sc WF…	12/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60045	305.66
WELLS FARGO CREDIT CARD ACH	Sp Unrl.Co Johnson, M WF 12/22	12/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60045	63.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Johnson…	12/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60045	14.99
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Johnson, M WF…	12/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60016	89.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Johnson, M WF…	12/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60016	49.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 Johnson, M WF…	12/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60016	-49.00
				Fund 502 - SEWER OPERATING FUND Total:	**2,911.96**
Fund: 503 - INVER WOOD GOLF COURSE					
WELLS FARGO CREDIT CARD ACH	1 800 Petmeds Metz, Joel WF 1…	12/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.70600	51.98
WELLS FARGO CREDIT CARD ACH	1 800 Petmeds Metz, Joel WF 1…	12/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.70600	116.21
DAKOTA ELECTRIC ASSN	200002013605 12/31/22	12/31/2022	Electric	503.52.8600.527.40020	278.56
XCEL ENERGY	810558784	12/31/2022	GC natural gas charges	503.52.8500.526.40010	271.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	810558784	12/31/2022	GC electric charges	503.52.8500.526.40020	424.90
XCEL ENERGY	810558784	12/31/2022	GC maintenance natural gas cha..	503.52.8600.527.40010	1,193.53
XCEL ENERGY	810558784	12/31/2022	GC maintenance electric charges	503.52.8600.527.40020	651.37
WELLS FARGO CREDIT CARD ACH	Kwik Trip 17800001784 Felix, K...	12/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60021	33.95
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Lage, T..	12/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60065	32.28
WELLS FARGO CREDIT CARD ACH	Mgcsa Metz, Joel WF 12/22	12/31/2022	Wells Fargo Purchase Cards	503.130.1430000	165.00
WELLS FARGO CREDIT CARD ACH	Mgcsa Metz, Joel WF 12/22	12/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.50080	300.00
WELLS FARGO CREDIT CARD ACH	Minnesota Nursery And Metz, J...	12/31/2022	Wells Fargo Purchase Cards	503.130.1430000	278.00
WELLS FARGO CREDIT CARD ACH	Speedway 04459 Felix, Ken WF ...	12/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60021	78.55
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Felix, K...	12/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60012	89.61
WELLS FARGO CREDIT CARD ACH	Twin City Truck And Va Felix, Ke...	12/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.40065	106.54
WELLS FARGO CREDIT CARD ACH	Usps Kiosk 2683379552 Moynih...	12/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.50035	18.00
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 Moynihan,...	12/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.50035	60.00
WELLS FARGO CREDIT CARD ACH	Www.Foreup.Com Moynihan, ...	12/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.50070	450.00
WELLS FARGO CREDIT CARD ACH	Www.Foreup.Com Moynihan, ...	12/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.50070	-450.00
			Fund 503 - INVER WOOD GOLF COURSE Total:		**4,150.09**
Fund: 603 - CENTRAL EQUIPMENT					
XCEL ENERGY	810558784	12/31/2022	PW natural gas charges	603.00.5300.444.40010	2,764.61
XCEL ENERGY	810558784	12/31/2022	PW electric charges	603.00.5300.444.40020	2,358.32
WELLS FARGO CREDIT CARD ACH	A&J Outdoor Power, Llc Jackson...	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	17.08
WELLS FARGO CREDIT CARD ACH	A&J Outdoor Power, Llc Jackson...	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	348.13
WELLS FARGO CREDIT CARD ACH	A&J Outdoor Power, Llc Underd...	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	464.62
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Yk5yy1w73 Jack...	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	332.45
WELLS FARGO CREDIT CARD ACH	Astleford Internationa Jackson, J..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	-28.13
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Bergum,...	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	67.14
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Underd...	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	6.36
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	345.78
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	357.90
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	296.04
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	177.22
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	116.78
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.60012	349.40
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.60012	39.48
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.60040	5.98
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.60040	16.99
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.140.1450050	372.68
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Jackson, R..	12/31/2022	Wells Fargo Purchase Cards	603.140.1450050	-63.68
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Underdah..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	111.28
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Underdah..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	61.89
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Underdah..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.60012	28.49
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Underdah..	12/31/2022	Wells Fargo Purchase Cards	603.140.1450050	149.90
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 Underdah..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	-45.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Jackson,..	12/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	89.98
WELLS FARGO CREDIT CARD ACH	Vcn Invergrovelicensec Underd...	12/31/2022	Wells Fargo Purchase Cards	603.130.1430000	23.83
			Fund 603 - CENTRAL EQUIPMENT Total:		**8,765.52**
Fund: 605 - CITY FACILITIES					
XCEL ENERGY	810025281	12/31/2022	City hall electric charges	605.00.7500.460.40020	9,960.62
XCEL ENERGY	810558784 CR	12/31/2022	Solar credits	605.46.0000.3653000	-16,937.10
WELLS FARGO CREDIT CARD ACH	Easykeyscom Inc Halverson, WF...	12/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	57.36
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Todd, P...	12/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60040	22.45
			Fund 605 - CITY FACILITIES Total:		**-6,896.67**
			Grand Total:		**150,188.10**

Agenda Item 4.C.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Personnel Actions

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED
The Council is asked to confirm and approve the personnel actions listed below.

BACKGROUND
Full-time Employment:
Jamar Meeks, Police Officer
Tyson Rainey, Code Compliance Coordinator (transfer)

Voluntary Resignations, Retirements and/or Terminations:
Nancy Stanton, Office Support
Colin Trudgeon, Program Assistant
Cole Holmes, Golf Course Technician

FISCAL IMPACT
All positions to be filled are funded within the adopted City budget.

RECOMMENDATION
Staff recommends approval of the above-listed personnel actions.

ATTACHMENTS
None

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Joint Powers Agreement for the Pharmaceutical Drug Disposal Program

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: John Daniels, Lieutenant, 651.450.2466

ACTION REQUESTED
The Council is asked to approve the attached Joint Powers Agreement between the City of Inver Grove Heights and Dakota County for the Pharmaceutical Drug Disposal Program.

BACKGROUND
The attached Joint Powers Agreement (JPA) allows for the City of Inver Grove Heights ("City") and Dakota County ("County") to continue to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs. The City and County have been jointly participating in this program since 2013.

FISCAL IMPACT
The Police Department already has a drug disposal box and will not need to purchase one. The only cost is staff time to sort, package and properly dispose of any narcotics deposited in the drug disposal box.

RECOMMENDATION
Staff recommends approval of the attached Joint Powers Agreement for the Drug Disposal Program.

ATTACHMENTS
1. JPA for Pharmaceutical Drug Disposal Program

JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA
THE CITY OF INVER GROVE HEIGHTS
AND
THE DAKOTA COUNTY DRUG TASK FORCE
FOR PHARMACEUTICAL DRUG DISPOSAL PROGRAM

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, County of Dakota ("County"), and the City of Inver Grove Heights ("City"), are political subdivisions of the State of Minnesota; and

WHEREAS, the Dakota County Drug Task Force (DCDTF) is a joint powers organization created under Minn. Stat. § 471.59 acting through the Dakota County Drug Task Force Administrative Board;

WHEREAS, the nonmedical use of and disposal of prescription drugs are growing problems in the United States; and

WHEREAS, expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life; and

WHEREAS, prescription drugs are highly susceptible to diversion, misuse and abuse; and

WHEREAS, according to the 2016 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined; and

WHEREAS, studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet; and

WHEREAS, medications are also a significant cause of accidental poisoning and death; and

WHEREAS, removing expired or unwanted prescriptions or over-the-counter medications (collectively referred to herein as "pharmaceutical drugs") from the possibility of potential abuse and keeping them out of the environment is an important goal; and

WHEREAS, the City desires to establish a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances ("Program") and the County and DCDTF desire to provide assistance for the Program.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County, the City, and DCDTF shall derive from this Agreement, the County, the City, and DCDTF hereby enter into this Agreement for the purposes stated herein.

SECTION 1
PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the County, the City, and DCDTF for the organization and implementation of the Program.

SECTION 2
PARTIES

The parties to this Agreement are the County, the City, and DCDTF, collectively referred to as the "Parties".

SECTION 3
TERM

This Agreement shall be effective upon execution by the Parties to this Agreement and shall remain in effect until December 31, 2026, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4
COOPERATION

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

SECTION 5
OBLIGATIONS OF THE PARTIES

5.1 RESPONSIBILITIES OF THE PARTIES.

A. Program Approval and Reporting Requirements.

- The County shall obtain any necessary approvals from the Minnesota Pollution Control Agency (“MPCA”) for conducting the Program, including obtaining a hazardous waste generator number if necessary.
- In accordance with federal law, the County shall obtain any necessary approvals from the U.S. Drug Enforcement Administration Program (“DEA”) for conducting the Program.
- The County shall obtain any necessary approvals from the Minnesota Board of Pharmacy (“MBP”) for conducting the Program.
- The County is responsible for generating and filing any necessary reports with the MPCA, the DEA, and the MBP, or with any other local, state, or federal government or agency as required by any applicable law, statute, ordinance, rule or regulation.

B. Drop Box.

- The City may maintain a drop box in a secure location at the City’s Police Department. The costs associated with maintaining the drop box shall be the responsibility of the City.
- If requested by the City, the County, through its Communications Department and Sheriff’s Office, will provide signage for the drop box consistent with signage provided by the County to other cities participating in the Program.

C. Collection, Monitoring and Transportation to Dakota County Drug Task Force.

- The drop box must be emptied by licensed peace officers employed by the City.
- The City, through the use of its licensed peace officers, is responsible for collecting and packaging pharmaceutical drugs deposited in the drop box. Packaging shall be provided to the City by the County at no cost to the City. The packaging must be of a type that is appropriate for the waste and will be accepted by the incinerator selected by the County pursuant to Section 5.1(E) of this Agreement.
- The costs associated with monitoring the drop box and collecting/packaging/storing the deposited pharmaceutical drugs shall be the responsibility of the City.
- After removing the collected pharmaceutical drugs from the drop box, licensed peace officers of the City’s Police Department shall store the collected pharmaceutical drugs in a secure location at the police department until the pharmaceutical drugs are either properly disposed of or transferred to the Dakota County Drug Task Force for disposal.
- The City, through the use of licensed peace officers employed by the City, is responsible for transporting the collected pharmaceutical drugs to the Dakota County Drug Task Force to relinquish the collected pharmaceutical drugs for the purpose of disposal. The City shall be responsible for the costs associated with transportation of the pharmaceuticals to the Dakota County Drug Task Force. Prior to relinquishing possession of the collected pharmaceutical drugs, the City shall record the weight of the pharmaceuticals and the number of containers given to the Dakota County Drug Task Force and shall report this information to the County’s liaison.

- The County and the City will develop a mutually agreed upon chain of custody process to document the transfer and disposal of collected pharmaceutical drugs.
- The DCDTF shall store the pharmaceutical drugs until such time as County, through its Sheriff's Office, collects them for transport for disposal at the incineration facility selected by the County.

D. Collection and Disposal of Unacceptable Wastes.

- The following wastes will not be accepted for collection in the drop box: sharps; thermometers; cancer medications (chemotherapy or radioactive pharmaceutical wastes); and medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.).
- If any such unacceptable wastes or other hazardous material are deposited into the drop box, the City is responsible for managing these wastes by removing them from the drop box and packaging them in appropriate containers.
- The City shall be responsible for delivering the unacceptable waste to the Dakota County Recycling Zone, 3365 Dodd Rd, Eagan, or to another mutually agreed upon location. The County, at County expense, will properly dispose of these unacceptable wastes. Medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.) will not be accepted at the Dakota County Recycling Zone and the City shall be responsible for the management of any such waste, including the disposal thereof.
- The City shall be responsible for the management of any trash (e.g., cans, bottles, paper bags, etc.) deposited into the drop box, including the disposal thereof.

E. Disposal of Collected Pharmaceutical Drugs.

- The County, through the Dakota County Sheriff's Office, shall be responsible for transporting the pharmaceutical drugs for disposal. The County shall be responsible for the costs associated with transportation of the pharmaceutical drugs for disposal.
- The final method of disposal will be by incineration at a licensed/permitted incinerator chosen by the County. The County, through its Environmental Resources Department, shall select and execute a contract with the disposal facility for the disposal of the collected pharmaceutical drugs.
- During each calendar year of the term of this Agreement, the County shall pay for the costs of disposing the pharmaceutical drugs at the selected incinerator(s).

F. Training.

- The County, through its Environmental Resources Department and Sheriff's Office, will provide training to City employees on managing pharmaceutical wastes, as agreed to between the Environmental Resources Department, the Sheriff's Office and the City's liaison.

G. Program Promotion and Acknowledgment.

- The City is responsible for local promotion of the Program.
- The County and City shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices, and presentations relating to the Program. This section shall survive the expiration or termination of this Agreement.

5.2 COSTS OF EMPLOYEES. In carrying out their respective obligations under this Agreement, each party shall be responsible for payment to their own employees. No party shall be liable to any other party for any remuneration to the other party's employees.

5.3 COMPLIANCE WITH LAWS/STANDARDS. The City, County, and DCDTF shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in conducting the Program.

SECTION 6
INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County, the City, and DCDTF. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7
AUTHORIZED REPRESENTATIVES AND LIAISONS

7.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY:
Georg T. Fischer, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY:
Brenda Dietrich, or successor, Mayor
8150 Barbara Ave
Inver Grove Heights, MN 55077

TO THE DCDTF:
Deputy Chief Greg Dahlstrom, Chair, or successor
P.O Box 21304
Eagan, MN 55121
Telephone: (651) 994-6220

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division,1560 Highway 55, Hastings, Minnesota 55033.

7.2 LIAISONS. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison from each party shall be designated by each party. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Sheriff Liaison:
Dan Bianconi, or successor
Telephone: (651) 438-4721
Email: Daniel.bianconi@co.dakota.mn.us

City Liaison:
Lieutenant John Daniels, or successor
Telephone: 651-450-2525
Email: jdaniels@ighmn.gov

County Environmental Resources Liaison:
Kristi Otterson, or successor
Telephone: (952) 891-7547
Email: kristi.otterson@co.dakota.mn.us

DCDTF Liaison:
Capt. Bryan Hermerding
Commander, or successor
Telephone: (651) 994-6221
Email: bryan.hermerding@co.dakota.mn.us

SECTION 8
TERMINATION

8.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 45 days' written notice, of its intent to terminate, to the other Parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other Parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

8.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, any party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the terminating party to the other Parties by facsimile is sufficient notice under this section. The terminating party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. No party will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9
GENERAL PROVISIONS

9.1 SUBCONTRACTING. The Parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all Parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.

9.2 EXCUSED DEFAULT – FORCE MAJEURE. No party shall be liable to the other Parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

9.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

A. All remedies available to all Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County, the City, and DCDTF.

9.4 MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County, the City, and DCDTF.

9.5 MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

9.6 MERGER. This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

9.7 SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

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

9.9 ELECTRONIC SIGNATURES. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

/s/Dain L. Olson 12/29/2022
Assistant County Attorney/Date
KS-22-660-005
County Board Res. No. 22-335

DAKOTA COUNTY

By____
Georg T. Fischer, Director
Physical Development Division
Date of Signature:_________________________

CITY OF INVER GROVE HEIGHTS

By____
Brenda Dietrich, Mayor
Date of Signature:_________________________

By____
______________________________, City Clerk
Date of Signature:_________________________

DAKOTA COUNTY DRUG TASK FORCE

By____
Deputy Chief Greg Dahlstrom, Chair
Date of Signature:_________________________

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: **Authorization to Apply for Federal Assistance to Firefighters Grant**

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, authorizing the Fire Department to apply for a Federal Assistance to Firefighter Grant (AFG) for the purchase new portable and mobile radios.

BACKGROUND
In August of 2023, Dakota 911 will be encrypting the main Police communication channels in Dakota County. When that happens, fire departments without encrypted radios will no longer have access to any communications on those main channels.

When the IGH FD is dispatched to various calls, crews will regularly monitor the police main channel for immediate updates on what is happening. This would be important information Dakota 911 provides to police officers enroute and updates provided by officers back to Dakota 911, once they arrive on scene. Types of communications might include things such as medical updates on patients, specific location and direction of travel for an incident on a roadway, weather travel conditions, best access point to enter the freeway, structure fires, coordinated response to an armed assailant, entrapment/types of injuries for crashes, any hazards/dangers associated with a call, information during large emergency events as they unfold, and many others. While the Fire Department eventually receives these updates, the process is for the police dispatcher and officer enroute to talk to each other on the police main channel. The police dispatcher then needs to push all important information to the fire dispatcher, who then contacts the responding fire unit. While there are times when cycling through the different dispatchers may be short, it can be much longer when either or both dispatchers are busy.

A large majority of our present radios were purchased 15 years ago when technology was very different. None of the present Fire Department radios have the ability to be encrypted. Without newer encrypted radios, when Dakota 911 makes this switch in August, the Fire Department will not have access to any police communications on that main channel. This can result in delayed response to an incident or create unsafe conditions for firefighters, if they are unknowingly walking into a hazardous/dangerous situation.

The Federal Emergency Management Agency (FEMA) offers an Assistance to Firefighters Grant program that helps fund needed equipment, such as radios. The Fire Department's existing radios, which were purchased 15 years ago, were acquired using funds from this same grant program. This present grant application period just opened last week and will close February 10, 2023.

FISCAL IMPACT

This grant requires a 10% City match of the final purchase amount. For consistency, all radios would need encryption. This includes 60 portable and 20 mobile (truck) radios, 3 base stations, 8 desk sets, and miscellaneous auxiliary equipment, such as chargers and microphones. We would also need to pay for the actual encryption. The total amount requested for the grant would be $545,500 and the City's match would be $54,550. There is a 1-year timeframe to purchase the radios once the grant is awarded. A limited number of radios could be purchased right away in 2023 and reimbursed through FEMA so we would be able to start using encrypted radios as close as possible to the switchover date of August 2023. The remaining radios could then be purchased in 2024 to satisfy the 10% match. This would allow application to the grant now with no impact to the 2023 budget and allow time to budget for the $54,550 match in 2024. If we were to receive this grant, we could also potentially sell off many of our older radios to departments that do not need encryption, which could help offset the cost of the match.

RECOMMENDATION

Staff recommends approval of the attached Resolution, authorizing application to the Federal Assistance to Firefighters Grant Program to fund new Fire Department radios.

ATTACHMENTS

1. Resolution Authorizing Grant Application (Fire Dept Radios)

CITY of INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.________

RESOLUTION AUTHORIZING APPLICATION TO FEDERAL ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, Dakota 911 will be encrypting all Dakota County police main radio channels in the County in August 2023; and

WHEREAS, there are no Inver Grove Heights Fire Department radios that have encryption capability, which means there will be no ability for communication between police and fire on the police main channel; and

WHEREAS, it is important for the fire department to have the ability for communications on the police main channel for firefighter safety and response; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has a federal grant program where fire departments can apply for needed equipment such as radios; and

WHEREAS, the City of Inver Grove Heights Fire Department would like to apply for this grant which will require a 10% match from the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council does hereby approve the application to the Federal Assistance to Firefighters Grant Program for the purchase and encryption of new radios for the Inver Grove Heights Fire Department.

Adopted this 23rd day of January, 2023 by the City Council of the City of Inver Grove Heights, Minnesota.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: **Resolution Accepting $15,000 Donation for Veteran's Memorial Community Center**

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting a $15,000 donation for the Veterans Memorial Community Center (VMCC).

BACKGROUND

In 2018, the City entered into a third restated and amended Host Community Agreement with BFI Waste Services of North America related to operations at the Pine Bend Sanitary Landfill, located within the City of Inver Grove Heights. Section 8.10 of the agreement provides for BFI to make an annual $15,000 donation to the Veterans Memorial Community Center. There is no specific use stipulated for this donation, so past donations have been used to offset operational costs at the VMCC. Staff recommendation is to continue this practice.

FISCAL IMPACT

Acceptance of this donation will provide $15,000 to help offset operational costs at the VMCC.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the $15,000 donation and applying funds towards VMCC operational costs.

ATTACHMENTS

1. Resolution

DAKOTA COUNTY
CITY INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.________

RESOLUTION ACCEPTING A $15,000 DONATION FOR THE VETERANS MEMORIAL COMMUNITY CENTER (VMCC) FROM BFI WASTE SERVICES OF NORTH AMERICA

WHEREAS, the City Council of the City of Inver Grove Heights (City), is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes, Section 465.03, for the benefit of its citizens and is specifically authorized to accept gifts; and

WHEREAS, Section 8.10 of the City's third restated and amended Host Community Agreement with BFI Waste Services of North America provides for an annual $15,000 donation to the Veterans Memorial Community Center (VMCC); and

WHEREAS, there is no specific use stipulated for the donation and past donations have been used to offset operational costs at the VMCC; and

WHEREAS, the City is appreciative of the donation and finds that it is appropriate to accept.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby accept the donation of $15,000 to be used towards operational costs at the Veterans Memorial Community Center.

Adopted this 23rd day of January 2023 by the City Council of Inver Grove Heights, MN

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Agenda Item 4.G.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Scheduling a Public Hearing for the 117th Street Reconstruction Project (City Project No. 2016-17)

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, scheduling the improvement hearing for the 117th Street Reconstruction Project (City Project No. 2016-17)

BACKGROUND
The Council initiated preliminary design for this project on February 8, 2021, by entering into a Joint Powers Agreement (JPA) with Dakota County for the feasibility study and preliminary engineering for City Project No. 2016-17 - 117th Street Reconstruction Project. As part of the JPA, the City of Inver Grove Heights is the lead agency for the preliminary design effort. A preliminary design contract with SRF Consulting Group, Inc. (SRF) was entered into by the City of Inver Grove Heights and SRF on April 12, 2021. Work on the preliminary design and feasibility report is nearing completion, and a summary of the design progress and cost estimates included in the feasibility report were presented to the Council on January 9, 2023. The final feasibility report will be presented for Council acceptance ahead of the public improvement hearing on February 27, 2023, at which time public comments will be heard and the Council may consider ordering the project to proceed to final design.

A third public open house meeting will be held at the Veterans Memorial Community Center from 5:00 to 6:30 p.m. on Monday, January 30, 2023. Further information regarding the project background and public engagement efforts is available at the project website: 117reconstruct.com.

FISCAL IMPACT
There is no fiscal impact related to the current resolution, which simply calls the public hearing. A detailed summary of the project costs and funding sources will be provided as part of the feasibility report presentation and public hearing on February 27, 2023.

RECOMMENDATION
Staff recommends adoption of the attached Resolution, scheduling the public hearing for City Project No. 2016-17 - 117th Street Reconstruction Project for Monday, February 27, 2023 at 6:00 p.m. in the Council Chambers.

ATTACHMENTS
1. Resolution - Schedule Public Hearing 2016-17

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION SCHEDULING A PUBLIC HEARING FOR CITY PROJECT NO. 2016-17 – 117TH STREET RECONSTRUCTION

RESOLUTION NO. _______

WHEREAS, the City of Inver Grove Heights (City) and Dakota County (County) entered into a Joint Powers Agreement (JPA) for the feasibility study and preliminary engineering for City Project No. 2016-17 – 117th Street Reconstruction Project on February 8, 2021; and

WHEREAS, staff and Consultants have prepared a draft feasibility report, will host a third public open house meeting on January 30, 2023, to discuss the project scope and parameters with adjacent property owners and members of the general public, and will present the final feasibility report to Council for acceptance prior to the improvement hearing for the following project:

Project No.	Improvements
2016-17	Roadway reconstruction and alignment modifications, installation of new pavement, curb and gutter, bituminous trail, railroad crossings and associated safety control devices, storm sewer installation, watermain installation, sanitary sewer installation (including lift station), and appurtenances related thereto for 117th Street from Rich Valley Blvd. (Dakota County Road 71) to the east access ramps to Trunk Highway 52, and Rich Valley Blvd. (Dakota County Road 71) from approximately 800 feet south to 1,500 feet north of the intersection with 117th Street.

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

1. The City Council will consider the above-mentioned improvements and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes.

2. A public hearing will be held on such improvements at 6:00 PM on Monday, February 27, 2023, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, MN 55077, and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of the City of Inver Grove Heights this 23rd day of January 2023.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Agenda Item 4.H.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: **Approval of Final Plans and Specifications and Authorize Advertisement for Bids for City Project Nos. 2022-09 I, J and L**

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541
Jason Malecha, Staff Augmentation Engineer, 651.450.2489

ACTION REQUESTED

The Council is asked to approve the attached Resolution, approving final plans and specifications and authorizing advertisement for bids for City Project Nos. 2022-09 I, J and L, as part of the City's 2023 Pavement Management Initiative.

BACKGROUND

On November 14, 2022, the Council held a public hearing and then ordered projects and authorized the preparation of plans and specifications for:

- 2022-09I – Carmen Avenue and Claude Way Area Rehabilitation
- 2022-09J – Cheney Trail and Coffman Path Area Rehabilitation
- 2022-09L – Bolland Trail and 62nd Street Area Rehabilitation

The final plans and specifications have been prepared by staff and are available for viewing at the City Engineering Division. The pavement rehabilitation projects are being bid together to take advantage of economies of project scale and to streamline contract administration efforts. The bid opening is tentatively scheduled for March 14, 2023, with the Council receiving bids and considering a contract award on March 27, 2023.

FISCAL IMPACT

The projects would be funded from the Pavement Management - Local Streets Fund (440), Storm Water Capital Fund (531), Water Capital - Connection Fund (403), Sewer Capital - Connection Fund (404), Special Assessments, and from shared costs with the City of South St. Paul and Metro Transit.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving final plans and specifications and authorizing advertisement for bids for City Project Nos. 2022-09 I, J and L.

ATTACHMENTS

1. Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2023 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NOS. 2022-09 I, J AND L

RESOLUTION NO. _________

WHEREAS, on November 14, 2022 following published notice given pursuant to Minnesota Statutes, Section 429.031 and a public hearing, the City Council ordered City Project Nos. 2022-09 I, J and L; and

WHEREAS, pursuant to a resolution passed by the City Council on November 14, 2022, plans and specifications for City Project Nos. 2022-09 I, J and L were authorized to be prepared by staff; and

WHEREAS, city staff have prepared plans and specifications for bidding the following projects for Council review and approval:

- 2022-09I – Carmen Avenue and Claude Way Area Rehabilitation
- 2022-09J – Cheney Trail and Coffman Path Area Rehabilitation
- 2022-09L – Bolland Trail and 62nd Street Area Rehabilitation

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

1. The plans and specifications for City Project Nos. 2022-09 I, J and L, are on file with the City, are hereby approved as the plans and specifications in accordance with which said improvements shall be constructed.

2. The City Engineer is hereby authorized to advertise for bids pursuant to the provisions of Minnesota Statutes Chapter 429, with respect to City Project Nos. 2022-09 I, J and L.

3. The contract for these improvements shall be no later than two years after the adopting of the resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of January 2023

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Approve Delegated Contracting Process Agreement with MnDOT

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, authorizing the City to enter into an agreement with the Minnesota Department of Transportation (MnDOT) for MnDOT to act as the City's agent for accepting federal aid for projects that have federal aid funding.

BACKGROUND
This Delegated Contracting Process agreement is a framework that allows MnDOT to act as the City's agent in receiving federal money for use on State and State Aid construction projects on behalf of the City. For federal aid projects, MnDOT acts as an agent of the federal government for the disbursement and use of funding to complete projects per federal rules. Under this process, MnDOT acts as an intermediary between the federal government and the City. This agreement is updated periodically, and will remain in effect until it is superseded or until it is terminated.

The City Engineer serves as the local government's authorized representative for administering the Delegated Contracting Process contract with MnDOT's State Aid Engineer.

FISCAL IMPACT
N/A

RECOMMENDATION
Staff recommends adoption of the attached Resolution.

ATTACHMENTS
1. Resolution - Delegated Contracting Process with MnDOT
2. Agency Delegated Contracting Process Agmt No 1052247

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ________

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND STATE OF MINNESOTA FOR AN AGENCY DELEGATED CONTRACTING PROCESS AGREEMENT

WHEREAS, it is considered mutually desirable to revise and update the agreement with the Minnesota Department of Transportation (MnDOT) for a delegated contracting process; and

WHEREAS, MnDOT has indicated its desire to act as the City's agent in accepting federal aid on any project awarded federal aid; and

WHEREAS, Agreement No. 1052247 has been prepared which addresses responsibilities for the City of Inver Grove Heights and MnDOT agencies.

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

1) Pursuant to Minnesota Statutes Section 161.36, the Commissioner of Transportation is appointed as agent of the local agency to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

2) The Mayor and the Clerk are hereby authorized and directed for and on behalf of the City of Inver Grove Heights to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052247", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Inver Grove Heights this 23rd day of January 2023.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Inver Grove Heights ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
    2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
        - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
        - 2.2. This project is for construction, not research and development.
        - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.

1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029959.

2. Local Government's Duties

2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.

2.2. **Staffing.**

2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.

2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.

2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.

2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.

2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.

2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. **Project Activities.**

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.

5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.

5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. Conditions of Payment. All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Paul Merchlewicz or their successor.

Title: Inver Grove Heights City City Engineer

Phone: 651-450-2572

Email: pmerchlewicz@ighmn.gov

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. Assignment Amendments, Waiver, and Agreement Complete

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

10.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

12. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

13. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.

14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

16. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

18.1. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

18.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/answers/execomp.htm).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.

18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Inver Grove Heights
Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By:_______________________________________

Title:_____________________________________

Date:_____________________________________

By:_______________________________________

Title:_____________________________________

Date:_____________________________________

DEPARTMENT OF TRANSPORTATION

By:_______________________________________

Title:_____________________________________

Date:_____________________________________

COMMISSIONER OF ADMINISTRATION

By:_______________________________________

Date:_____________________________________

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Contract with Consolidated Communications, Inc. for SIP PRI Phone Service

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED
The Council is asked to authorize the appropriate officials to enter into the attached contract with Consolidated Communications, Inc. to provide Session Initiation Protocol (SIP) Primary Rate Interface (PRI) phone service.

BACKGROUND
The City's phone system currently utilizes two T1 Primary Rate Interface (PRI) lines to provide 46 lines of service to make and receive calls. With the redundant fiber the City has invested in, the City can shift to a Session Initiation Protocol (SIP) PRI line and provide phone lines over the fiber instead. Migrating to a SIP PRI service will reduce the City's cost, while maintaining reliable phone service.

Proposals for SIP PRI service were received from five vendors. Consolidated Communications had the lowest cost proposal and is being recommended for a 36-month contract.

FISCAL IMPACT
The contract includes a one-time configuration charge of $400 and a reoccurring monthly cost of $690. Funding for this is included within the adopted 2023 budget for the Technology Fund.

RECOMMENDATION
Staff recommends approval of the attached contract with Consolidated Communications, Inc.

ATTACHMENTS
1. SIP PRI Phone Service Contract with Consolidated Communications

MASTER SERVICES AGREEMENT

Consolidated communications

MSA ID
00067183

COMMERCIAL TERMS AND CONDITIONS

This Master Services Agreement is entered into by City of Inver Grove Heights (**"you"** or **"Customer"**) and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (**"we"** or **"CCI"**) and constitutes the agreement (the **"Agreement"**) for the provision of the services and products specified on each Service Order (as defined below) (each, a **"Service"** and collectively, the **"Services"**). This Agreement is binding on you and CCI when signed by both parties (the later dated signature being the **"Effective Date"**). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. This Agreement will continue in force for so long as any Service is provided hereunder.

1. Provision of Services.

1.1. Subject to Section 1.2 we will provide CCI's services to you pursuant to this Agreement and as set forth in one or more service orders executed by you and us, and attached from time to time to this Agreement and hereby incorporated by reference (collectively, the **"Service Orders"**, with each service set forth therein being a **"Service"** and collectively the **"Services"**). Each Service Order will identify the scope of the Services and/or equipment that is the subject of such Service Order. Additionally, one or more addendum(s) with service-specific terms and conditions may be attached to the Service Order (each, an **"Addendum"**). Each such Addendum will be governed by and incorporated into the Service Order and therefore this Agreement. You will remain primarily liable for any Service Order executed by any of your subsidiaries or affiliated entities. Each Service Order will be substantially in the form attached hereto as Exhibit A.

1.2. Our obligation to provide the Services is subject to authorization to operate in the jurisdiction(s) where the Services are requested. Our obligation to provide Service is in all cases dependent upon its ability to provide, procure, construct and/or maintain the facilities that are required to meet your order as reflected in the applicable Service Order. We will make all commercially reasonable efforts to secure the necessary facilities, provided such facilities are reasonably available and the provision of the Services will not adversely affect our other services or the offering of the Service to other customers. However, if we reasonably determine that we are unable to secure the necessary facilities or is unable to provide the Services as required, we may cancel the applicable order or Service Order without further liability or obligation hereunder.

1.3. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at https://www.consolidated.com/affiliates.

2. Term. This Agreement is legally binding and enforceable as of the Effective Date. The initial term for each Service Order will commence (each, a **"Service Commencement Date"**) on that date upon which the last Service element in a Service Order is made available by CCI for use by you. Billing for each Service element within a Service Order will commence on that date upon which the Service is made available by CCI for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. We will use commercially reasonable efforts to install the Service(s) on the estimated delivery date agreed by the parties, provided that we do not guarantee that Services will be installed and provided on the estimated delivery date. Upon expiration of the initial term for each Service Order, the Service Order will automatically renew thereafter as set forth in the Service Order. This Agreement will remain in effect as long as the term for any Service Order is ongoing and will automatically terminate when the Services provided under the last Service Order are terminated by either party by providing advance written notice of termination in accordance with the Service Order or are otherwise terminated in accordance with the terms of this Agreement. However, the termination of this Agreement will not affect the rights or obligations of any party hereto with respect to any payment for services rendered prior to the date of termination or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

3. Early Termination Fee. Cancellation charges and early termination fees are described in the Service Order. Your cancellation or termination of the Service must be in writing to us, and, in the event of an early termination, we will have up to 30 days from receipt of your termination notice to complete the disconnection of the Service. The cancellation charge or early termination fee and all unpaid charges for the terminated Service(s) through the termination date are due in full upon cancellation or termination of the applicable Service(s).

4. Service Order Procedures. From time to time, you may submit a request to us for certain additional Services (ancillary, i.e., new circuit board, a new circuit, additional features only) via electronic submission or customer service. Services not included in the aforementioned will be quoted and provided to you in the form of an additional Service Order. Any such additional Service Order will also be governed by the terms and conditions of this Agreement, including with respect to the Service Commencement Date and renewal term provisions herein.

5. Use of Services. You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by us. You agree to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is available at https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy and is expressly incorporated into this Agreement. We may update our AUP or other online terms and conditions of use applicable to the Service at any time. You also agree not to interfere with the use of our services by other customers or authorized users or the operation of our network or equipment; or open or otherwise tamper with any of the equipment installed or provided by us. In any instance in which we believe in good faith that there is a breach of these use of Services requirements, we may immediately restrict, suspend or discontinue providing Services or prevent the display or transmission of content provided as part of the Services, without liability to us, and then notify you of the action that we have taken and the reason for such action. You will also reimburse us for damages to our equipment or facilities caused by your negligence or willful acts or omissions, or those of your agents, contractors or users, or resulting from your or their improper use of the Services.

6. Charges and Payment. The MRCs commence for each Service element as set forth in Section 2 of this Agreement. One-time, NRCs will be due in full on the applicable Service Commencement Date. MRCs for all Services will be billed one month in advance. Usage-based charges, including without limitation long distance charges, will be invoiced each month in arrears. You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable Taxes and Fees (as defined below), without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date in the Service Order, or if there is no date stated, within 30 days of the date of our invoice to you (the **"Due Date"**). If you do not timely pay your bill, you will be responsible to pay late charges applied to the amount unpaid of one and one-half percent (1.5%) of such amounts from the Due Date until paid in full (or the greatest amount allowed by applicable laws, if less). If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.

7. Taxes and Fees. You will pay all federal, state and locally mandated or allowed taxes (collectively, **"Taxes"**), and surcharges, fees, user's fees and universal service contributions (collectively, **"Fees"**) incurred by us (except for taxes based on our net income) in connection with: (i) the sale and delivery of the Services and/or the use of the Services provided to you; or (ii) your delivery of the Services hereunder to third parties, if permitted by us. If you resell any Services with our permission pursuant to Section 5 above or are otherwise exempt from Taxes, you will provide us with a reseller's certificate or other appropriate exemption document for Taxes for each applicable jurisdiction. You acknowledge that even if you may be exempt from Taxes, you will not be exempt from paying Fees. You will indemnify, defend and hold harmless us from all Taxes and Fees that may be assessed to us for disallowed exempt sales.

8. Equipment, Wiring and Software. We may provide you with equipment and/or inside wiring. Unless otherwise expressly provided in this Agreement or in an applicable Service Order, you obtain no property right or interest in any equipment or facilities provided by us, and all right, title and interest to such items will remain solely with the applicable Service provider, as appropriate. We may at any time substitute the equipment and facilities used to provide the Services. As to all CCI-provided equipment, unless purchased by you and paid in full, you will: (i) keep all the equipment free and clear of any levies, liens and security interests and will provide prompt notice of any attachment or other judicial process affecting any item of the equipment; (ii) safeguard the equipment from loss and damage; and (iii) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. You are responsible for all wiring maintenance on your side of the demarcation point. Additional charges based on time and materials may apply if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and, unless purchased by you and paid in full, you must return all CCI-provided equipment to us when the associated Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If we provide you with any software, you are only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling use of the Services, and you agree not to: (i) disclose or make available to third parties any portion of the software without our advance written permission; (ii) further copy or duplicate the software; (iii) reverse engineer, decompile or disassemble such software; (iv) make derivative works from such software; (v) modify such software; or (vi) use the software in a credit bureau capacity. Additionally, to the extent any such software is third party software, the third-party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third-party software or otherwise provided to you, all of which are incorporated herein by reference.

9. Network Addresses. Any and all network addresses provided to you will at all times remain our property and are non-transferable. We grant you a license to use such network addresses during the term but only for the purposes and as contemplated by this Agreement. You will have no right to such network addresses upon expiration or termination of the applicable Services. You also agree that your license to use such network addresses during the term is revocable and is for non-portable network address space. Network addresses may be re-numbered as and when we deem necessary. All customers applying for IP address space from CCI must complete an IP address form provided by us, the terms of which will be deemed incorporated herein. Unless otherwise expressly provided in this Agreement, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar (or CCI on registrar's behalf) will bill such fees directly to you.

10. Third Party Providers. We may, when authorized by you and agreed to by us, act as your agent for ordering and providing equipment, software and/or facilities provided by third-party providers as needed to allow such connection of your locations to our network, to the network of an underlying network service provider, or to a Service. You are responsible for all charges billed by such third-party providers in connection with your use of Services. You agree that the Services are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other license agreements, acceptable use policies, etc.) between us and our third-party providers, all of which, to the extent applicable, will be provided to you and are incorporated herein by reference.

11. Customer-Provided Equipment. You will provide, at your sole cost and expense, any and all additional electronic equipment and other facilities necessary for your use of the Services other than those provided by us. Unless otherwise agreed in writing, we will have no obligations with respect to the provision, installation or maintenance of any customer-provided equipment. You will pay the cost of interfacing to our demarcation point. You are fully responsible for ensuring that all customer-provided equipment is properly interfaced with the Services and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for your intended use; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission (FCC); and (iii) do not damage, harm, degrade or interfere with proper operation of the Services or our equipment and facilities. We assume no responsibility for the quality of the signal generated by any customer-provided equipment and will only be required to use commercially reasonable efforts to deliver the signal to the receiving location in the same format and condition as generated by such equipment. If you fail to maintain and operate your equipment properly, with resulting or imminent interference, degradation or harm to or with the proper operation of our services, equipment or facilities, or with injury or imminent injury to our personnel, we may immediately suspend the Services without liability or require the use of protective interface equipment at your expense.

12. Customer Responsibilities. You are responsible for canceling any existing services not provided by us that will be replaced by the Services on or after the applicable Service Commencement Date. You will at all times cooperate with us and comply with the following customer-site preparation requirements:

12.1. You are responsible for promptly responding to requests for information we deem necessary for the performance of Services. You will designate a contact person with authority to act on your behalf to work with us in the performance of Services. You will be responsible for communicating with your own users of the Services and for responding to all service issues and trouble reports made by such users.

12.2. You are responsible at your own expense for all site preparation and maintenance activities necessary for or prerequisite to the provision of Services at any of your premises and must make all necessary arrangements so that we will have access to such locations at reasonable times for installation of the Service. Prior to installation, you must take all steps necessary to interconnect the Services at the location, including the payment of associated interconnection costs, securing necessary rights-of-way and furnishing of electrical power (AC or DC, as designated by us), heating, ventilation and cooling. We will have the right on a 24-hour-per-day seven-day-per-week basis, but upon reasonable advance notice to you where practicable, to inspect all facilities and equipment to ensure proper functioning of the Service and your proper usage of the Service or to otherwise access your premises for the purposes of installing, testing, repairing, maintaining or removing the Service equipment and facilities.

12.3. You are responsible at all times for verification of the proper functioning of any metered circuit operations (e.g., dial back-up or dial-on-demand).

12.4. You must notify us of any Service interruption. Before giving such notice, you will ascertain that the trouble is not being caused by any of your actions or omissions and is not a result of or being caused by a defect, malfunction or misconfiguration in any customer-provided equipment. You are also responsible for promptly notifying us of events at your premises that may affect the performance of Services, including all Force Majeure Events described in Section 17.1 below.

12.5. You are responsible to pay us at our then-prevailing rates for labor and materials supplied by us as a result of: (i) changes to the Service demarcation point or the termination point on your network; (ii) software or hardware changes made by you which cause degradation or outages to the Services and necessitates our corrective actions; or (iii) moves, additions, changes or modifications to equipment or network facilities as requested by you.

12.6. If you are purchasing managed Services, you are responsible for (i) providing us with a list of persons authorized to initiate trouble reports on your behalf and to access network performance information via web application or other form of communication, (ii) allowing us unblocked access through the network and firewall for all managed devices, and (iii) providing one (1) business day advance notice to us of any customer-initiated maintenance such as location or network device configuration changes.

12.7. At all times, you are solely responsible for the security of your network. We do not supply features or capabilities to detect, deny or hinder in any way others from trying to gain access to your network. You are responsible to ensure reasonable security practices are implemented whenever your network will interface with our network.

12.8. You are responsible to safeguard your network against unauthorized access to long distance services, to monitor and maintain policies regarding toll usage or 900 calls, to ensure the effectiveness of any restrictions put in place as part of the Services and to pay for any toll or 900 call charges. You will not tamper with or reconfigure any equipment or software to falsify your caller ID by data or voice. Falsifications may violate state and federal laws.

13. Maintenance and Service Issues. The information located at https://www.consolidated.com/Trouble_Reporting is made available to you for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. We also reserve the right to perform network upgrades, maintenance, updates and modifications at such times as are determined by us as required to maintain the Service performance, and any maintenance notices to you will be provided in accordance with the applicable Addendum and prevailing CCI state practices. We will use commercially reasonable efforts to perform all scheduled maintenance in a manner that minimizes any system interruption and will typically endeavor to perform scheduled maintenance between 12:00 a.m. and 6:00 a.m. local time. Each party will maintain communication with the other party throughout the status of any customer-specific trouble resolution. Your sole remedy for failure of the Services to meet any applicable performance specifications and for any Service interruptions as described in any Addendum will be for us to grant you the credits described in the applicable Addendum, if any. To be eligible for a credit, you must be under term as to the affected Service (must not be month-to-month), must be in good financial standing with CCI and must open a trouble ticket with us for the Service issue. To receive a credit, you must request the credit in writing within 30 days after the end of the month in which the credit-generating event occurred or you will waive your right to any credit or other remedy for such event. Credit requests must include your name, contact information, billing account number, circuit ID (if applicable), the date of the outage, trouble ticket number(s) and any other information requested by us. All credit requests are subject to our review and approval, and credits will only be applied in the billing cycle following our approval. Credits are not cumulative (only the highest applicable credit will apply to any one credit-generating event) and will not exceed 50% of the MRC for the affected Service(s) in the aggregate unless otherwise provided in an applicable Addendum. If there are no Addenda or the applicable Addendum does not specifically provide for credits, credits will only apply in our sole discretion. Services provided pursuant to filed state or federal tariff are subject to terms and conditions contained in such tariff and not any Addendum. In no event will you be entitled to credits or other remedies for Service issues caused by you or resulting from Force Majeure Events (described below) or our planned maintenance.

14. Limitation of Warranties. We will perform all installation and other work at the location where Services are provided in a competent manner, and any damage to such location will be promptly repaired or corrected. Additionally, in the event you are permitted to purchase any equipment or third-party software licenses as set forth in this Agreement, we will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer’s end-user warranty for the purchased equipment or software licenses. OTHERWISE, ALL SERVICES, EQUIPMENT, FACILITIES AND SOFTWARE ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY CCI OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.

15. Remedies; Limits of Liability.

15.1. Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by us of this Agreement, are limited to (i) the applicable service credits or other remedies provided for under an applicable Addendum or (ii) if no Addendum is applicable, one or more of the following as elected by us: (a) repair of the Service, facilities, equipment or wiring; (b) re-performance of work, where that can be done; (c) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; and/or (d) an adjustment or credit to your bill.

15.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU WILL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND WILL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE 12-MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE WILL BE RESPONSIBLE FOR ANY PUNITIVE, ENHANCED COMPENSATORY, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law and except as otherwise expressly provided in this Agreement, neither CCI, any CCI affiliates nor any person or entity utilized by us to provide the Services will be liable for any of the following: (i) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (ii) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (iii) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (iv) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (v) claims against you by any person or entity not a party to this Agreement. Some jurisdictions may not permit the exclusion of certain warranties and/or damages as set forth above. In these jurisdictions, the foregoing will serve to limit CCI’s liability to the maximum extent permitted by applicable laws.

15.3. No cause of action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or, in the case of non-payment, more than one (1) year from the date the last payment was due.

16. Breach; Remedies.

16.1. Customer Breach and Provider Remedies. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to us under this Agreement within 10 days of the date that it is due; (ii) immediately if you fail to comply with Section 5 of above; (iii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than 30 days after written notice from us; (iv) if you cancel or repudiate this Agreement or any Service commitment; or (v) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. Upon the occurrence of a breach not cured within CCI's 30-day written notice, we may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If we take action to collect amounts due, or to address any other breach, we will be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to us, subject to payment of all applicable cancellation or early termination charges set forth in any applicable Service Orders.

16.2. Provider Default and Customer Remedies. We will only be in breach of this Agreement if we fail to perform an obligation under this Agreement and if after 30 days' written notice from you such failure continues or, in the case of failures that cannot be reasonably cured within 30 days, if we have failed to commence taking reasonable steps to cure the failure within such 30-day period. Upon the occurrence of our breach, you may elect to terminate any Services and/or this Agreement on written notice to us and your obligations to make payments to us for terminated Services not yet performed will cease upon delivery of such written notice. THIS SECTION 16.2 IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY CCI. In addition, you hereby irrevocably waive any and all rights you may have to assert any claims against us except for those expressly contemplated and permitted herein.

17. Force Majeure.

17.1. Events of Force Majeure. Other than payments for amounts due hereunder, neither party will be responsible for performance if delayed or hindered by any action, inaction or event that is outside of their reasonable control (a Force Majeure Event). This includes but is not limited to fire, flood, severe weather, any other Acts of God, acts of government, civil unrest, terrorist or similar acts, any strike or labor stoppage, embargo, war, cable cuts, power outages or failures, action or inaction by any third party, or any unavailability of necessary facilities, software, hardware or equipment.

17.2. Termination. Notwithstanding anything herein to the contrary, if the Force Majeure delay continues for 30 days or more, either party may terminate the affected Services upon written notice to the other party, without penalty or liability for early termination.

18. Indemnification. You hereby agree to indemnify, defend and hold CCI and any CCI affiliate harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) we may incur from any claim arising from: (i) your use of the Service, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of any Service with other products or services not provided by us, or any modification of the Service; (ii) your breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service; or (iii) your negligence or willful misconduct. In such event, you agree to defend and control any such litigation, including the payment of any settlement thereof. You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent, such consent to be exercised in our sole discretion. We hereby agree to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this Section which includes an admission of criminal liability or the payment of a settlement amount without our prior written consent, such consent to be exercised in our sole discretion.

19. Assignment and Transfer. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to us if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. We may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this Section will be void. This Agreement is binding upon execution, and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

20. Notices. CCI may provide notice of change of address via email or regular mail to the contact person set forth on the signature page of this agreement, or to any subsequent contact person identified by you. All other legal notices to you will be sent to the contact person and address set forth on the signature page of this Agreement. All other legal notices must be in writing and will be mailed by certified or registered mail, postage prepaid, return receipt requested and will be deemed given on the third (3^{rd}) business day after the date of posting in a United States Post Office or one day after delivery to a nationally recognized overnight carrier. All legal notices to us must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. Except as otherwise agreed upon by you and CCI, you can change your notice address on written notice to CCI in accordance with this section.

21. Governing Law; Venue; Waiver of Jury Trial and Certain Claims. This Agreement, its formation, construction and interpretation will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.

22. Miscellaneous.

22.1. Authorization; Amendments; Waiver; Severability; Entire Agreement. The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Service changes, a person authorized on your account may request the change via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement constitutes the entire agreement of the parties.

22.2. Relationship between Parties. Each party hereto is an independent contractor under this Agreement, and no license, joint venture or partnership, express or implied, is granted, created or intended. Neither party has the authority to bind the other party, or act for the other party, in any manner or capacity.

22.3. Confidentiality; Cooperation with Law Enforcement. **"Confidential Information"** means information not generally known to outside persons, which is proprietary to the party, including trade-secret information about processes, methods, products, systems, pricing, technology, prototypes, plans, drawings, designs, configurations, models, samples, blueprints, know-how, business plans, financing, agents, suppliers and customers. All such information about a party will be presumed to be Confidential Information, regardless of whether it is so marked or identified. Notwithstanding the foregoing, the following will not be considered Confidential Information:

a. Any information that a party can demonstrate was in its legitimate possession prior to the time of disclosure by the other party;
b. Any information that was in the public domain prior to disclosure by a party to the other party, or that comes into the public domain through no fault of the other party;
c. Any information which is disclosed to a party by a third party who has legitimate possession thereof and the right to make such disclosure; and
d. Any information that a party is required to disclose by a court or government body.

Each party agrees to keep this Agreement and the other party's Confidential Information strictly confidential, and not to appropriate the other party's Confidential Information for its own use or disclose the other party's Confidential Information to anyone other than its employees on a need-to-know basis, and only then if such persons agree to maintain its confidentiality. Upon termination of this Agreement, each party will return to the other party all of the other party's Confidential Information which it has in its possession, including all copies, reproductions and excerpts.

Notwithstanding the foregoing, we may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable laws in matters related to the Services provided by it under this Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed-number recording facilities and equipment. We do not have the obligation to inform you of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

22.4. Dispute Resolution. In the event of any unresolved claim, controversy or dispute between the parties under this Agreement, the parties will first use commercially reasonable efforts to resolve such dispute informally, pursuant to the procedures set forth in this Section 22.4. The persons directly responsible for the administration of this Agreement will first attempt to resolve any dispute informally. If such dispute is not resolved within 30 days, the dispute will be escalated to the management or officers of the parties having final authority to resolve such dispute. If the management or officers are unable to resolve the dispute within 30 days after escalation (or such longer period as mutually agreed in writing by the parties), then the informal dispute resolution process will be deemed exhausted and either party may thereafter seek any remedies available to such party pursuant to the terms and conditions of this Agreement.

22.5. Resolution of Inconsistencies. In the event of any inconsistency regarding any of the terms of this Agreement, the terms and conditions contained in a Service Order or an applicable Addendum will govern and control with respect to the applicable Service.

23. Consent to Share Information. You give us your consent to: (i) share information with our affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions; and (ii) provide information on other CCI Services.

24. MARKETING

Unless you opt-out by marking the box below, the following provision will apply to you: You agree that we may include your name and logo on our public customer list. You also agree to reasonably cooperate with us on co-marketing and public relations activities to demonstrate the launch and success of your program (e.g., press release, case study, testimonial, video). You grant us a limited, non-exclusive, worldwide license to use your name and logo for these purposes.

I am opting out of this provision ☐

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed for and on its behalf as of the Effective Date.

CONSOLIDATED COMMUNICATIONS REPRESENTATIVE	City of Inver Grove Heights
By:	By:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
00067183	

MSA ID:	00067183
MSA Attachment:	1
Service Order Term Length:	36 Months

EXHIBIT A
INTIAL SERVICE ORDER

SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:				
Location Name:	8150 Barbara Ave			
Address:	8150 Barbara Ave Inver Grove Heights, MN 55077-3410	Site MRC: Site NRC:	\$ \$	690.00 400.00

(a) Quantity	(b) Service	(c) Features	(d) Total of Non-Recurring Charges	(e) Per-Unit Monthly Recurring Charge	(f) Total of Monthly Recurring Charges
1	VoIP Trunks		0.00	0.00	0.00
19	DIDs	On Net;20	0.00	5.00	95.00
40	IP PRI Trunks		0.00	8.00	320.00
2	E911-PS/ALI	Per 100 E911-PS/ALI Records - VoIP	0.00	100.00	200.00
2	E911-PS/ALI Setup Fee	Per 100 E911-PS/ALI Records - VoIP	400.00	0.00	0.00
1	Optional Calling Plans (OCPs)	1000 LD w/Toll Free	0.00	30.00	30.00
1	Optional Calling Plans (OCPs)	1000 LD w/Toll Free	0.00	(30.00)	(30.00)
1	SD-WAN	10M;Basic	0.00	75.00	75.00

Site Name	Site Notes
8150 Barbara Ave	

CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:		
(a) Total of Monthly Recurring Charges (**"MRC"**):	\$	690.00
(b) Total of Non-Recurring Charges (**"NRC"**):	\$	400.00

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by you. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. All pricing is exclusive of any non-recurring charges incurred that are not reflected above, including charges related to any needed extension of facilities or additional work necessary to provide the Services. These charges may include after-hours installation charges for requested installations between 5:00 p.m. and 6:59 a.m. Monday through Thursday or weekend installation charges for requested installations between 5:01 p.m. Friday and 6:59 a.m. Monday. All extension or installation work will only be performed upon your agreement to pay the associated charges, and if you do not agree to pay such charges, this Agreement (or any applicable Service) will be subject to cancelation by us. Pricing is also exclusive of: (i) any usage or variable charges, (ii) all taxes and fees, and (iii) all charges incurred in connection with governmental or quasi-governmental assessments, all of which are payable by you. We reserve the right to adjust monthly service rates due to increases in other tariffed services that are outside of our control, or where third-party vendors increase rates for third-party services, and you will not be entitled to terminate this Agreement as a result of any such increase. Notwithstanding any other terms in this Agreement, this pricing is good only in areas where the Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Order is subject to our final acceptance. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. You are responsible for all individually charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

TERM OF SERVICES. This Service Order is binding on you when you sign it. The initial term for each Service is 36 Months. The billing for each Service will commence on that date upon which the Service is made available by CCI for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. The Contract Term will not be less than a term of 12 months from the Service availability date except where "month-to-month" is the contracted term or where applicable law provides otherwise. During the initial term, we may make changes to the Services, including by adding to or modifying the features associated with the Services, but we will not materially reduce your Service functionality during the initial term. In some cases, new or modified Service features may require your payment of additional charges. If a new or modified Service feature requires your payment of an additional charge, we will notify you and will provide an opt-out period during which you will be able to opt-out of the applicable feature and the corresponding charge. If you do not opt-out during the opt-out period, your continued use of the Service following the opt-out period signifies your acceptance of the new or modified Service feature and your agreement to pay the corresponding charge. After the initial term, this Agreement and the term for each Service will automatically be extended on a month-to-month basis, unless either party provides at least 30 days' written notice of termination to the other. Upon the commencement of any such month-to-month renewal term, any discounted or promotional pricing will expire, and pricing will automatically be adjusted to reflect our then-current rates for the Services. During the renewal term, we may discontinue or modify the Service or increase Service charges at any time with thirty (30) days' prior notice to you.

CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or if installation fails because of your action or inaction, and is not later completed, you agree to pay to us a cancellation charge equal to four (4) months of MRCs, plus all costs incurred by us in connection with the extension of facilities to your location, including both our costs and third-party costs. The cancellation charge will be paid to us not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If we have provided any equipment to you, the equipment must be returned to us in good condition or you will be responsible for its cost. Notice of any Service termination must be submitted to us in writing. If you terminate any Service after the Service is first made available to you and before the end of the applicable term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, you are responsible for an early termination charge equal to 100% of the MRCs for each affected Service for each of the remaining months in the term. Notwithstanding the foregoing, in markets where the following products are sold, the Essentials Voice, EPAKII Voice Packages, BizConnect and FiberConnect products will be subject to a flat early termination charge of $129.00 per circuit or per line as applicable with no proration for the length of time left in the term for these products. In addition to the applicable early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges (including any non-recurring charges that were waived by us at the time the Services were ordered) that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs; (iv) all costs incurred by us, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you; and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to us in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a term at least as long as the remaining term on this Agreement.

911 SERVICES. If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where we physically install the related Service. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

CONSOLIDATED COMMUNICATIONS REPRESENTATIVE	City of Inver Grove Heights
By:	By:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
00067183	Tax ID:
	CUSTOMER CONTACT INFORMATION:
	Name:
	Address: ,
	Business Phone:
	Email Address:

ATTACHMENT 1

Insert any applicable Service Addenda
(there may be none)

SD-WAN ADDENDUM

This Addendum applies to your license of certain SD-WAN products from CCI that create a Hosted SD-WAN Service, which may include a VeloCloud Edge Server, VeloCloud Gateways, a VeloCloud Orchestrator and other hardware or software to be provided by CCI (hereinafter **"Equipment"** or **"SD-WAN Service(s)"**).

1. CCI RESPONSIBILITY FOR CUSTOMER IMPLEMENTATION AND SUPPORT. CCI will perform the work described below.

a. CCI will assign a Project Manager to be the primary contact for you.
b. A design meeting will be convened between you and CCI staff to verify your requirements, validate the timeline and provide training, as needed.
c. A pre-installation meeting will be convened between you and CCI staff for review of the design.
d. Unless you perform a self-installation, CCI will install the SD-WAN Service, test and obtain working verification signature from you.
e. If separate network transport has been purchased from CCI in conjunction with the SD-WAN Service, CCI will coordinate the SD-WAN Service installation with other internal CCI staff as needed.
f. CCI will set-up and provide training for the customer portal (Account Center) access.
g. CCI will provide you with a link to online training and will provide user guides as required.
h. CCI will provide on-going Complete Support Service.

1.1 Complete Support Service. Complete Support Service is provided to you through a single administrator, identified by you, who will act as a single point of contact with CCI for all support issues. Complete Support Service is included with SD-WAN Service and consists of the following: (i) remote troubleshooting support; (ii) an Extranet website for your use, which you can use to submit and monitor trouble ticket information; and (iii) automated notification and escalation procedure for customer trouble tickets. In the case of problems with the SD-WAN Service, the single representative designated by you will contact CCI to open a trouble ticket, and CCI staff will engage you to investigate the issue, as it relates specifically to the SD-WAN Service. CCI assumes no responsibility for assisting in LAN issue resolution, end-user or third-party software, customer-owned equipment or issues resulting from third-party transport services, or other issues outside of CCI control, such as bandwidth, power or Internet access issues. You are responsible for supplying CCI with an up-to-date list of persons authorized to initiate trouble reports on your behalf and access network performance information via web application or other form of communication.

2. CUSTOMER RESPONSIBILITIES.

2.1 Coordination and Training. You will, at your own expense:

a. Designate a dedicated, knowledgeable representative authorized to act on your behalf and to communicate with CCI regarding the SD-WAN Service, trouble reports and service issues. This person should have working knowledge of standard IT infrastructure, equipment, and software and data services.
b. Participate in any required pre-design meeting.
c. Participate in the pre-implementation to review and approve design, including any change orders.
d. Coordinate time and participants for training on the customer portal.

2.2 Bandwidth. You will supply sufficient bandwidth (as determined by CCI) to accommodate the SD-WAN Service.

2.3 Cooperation. You will cooperate timely with the following activities: (i) complete assessment interview with CCI, participate in design meetings and provide prompt response and input to design documentation; (ii) schedule internal resources needed for the scheduled cutover; (iii) designate a primary contact with whom CCI can interface; and (iv) refrain from making any design change requests from and after the freeze date established by CCI, which will be at least two (2) weeks prior to the scheduled cutover date. In the event you make any changes after the freeze date or do not cooperate for cutover on the mutually-agreed date, then CCI may (i) commence billing for the Service on the scheduled cutover date even if Service has not commenced, or (ii) charge additional costs to you, such as overtime charges, caused by such changes or failure to cooperate.

2.4 Access. You will, at your own expense, locate and maintain the network so CCI has reasonable access to the network and to your premises at all reasonable times for purposes of installing the SD-WAN Service if needed, and for performing maintenance and repairs.

2.5 Notification. You will, at your own expense, promptly notify CCI of events (including, but not limited to, those described in section 2.7 below) that may affect the performance of the SD-WAN Service. Following your notice to CCI of the occurrence of such an event, CCI will determine the need for replacement parts or repairs to the SD-WAN Service based on the event and results of testing. If necessary, you will be responsible for the cost of replacing said Equipment, and you will be responsible for payment of additional support, labor and equipment charges to CCI.

2.6 Power. You acknowledge and accept that certain portions of the SD-WAN Service may not function in the event of a power failure and if there is an interruption in the power supply, such portions of the SD-WAN Service will not function until power is restored.

2.7 Adds, Moves and Changes. You will notify CCI in advance of, and will pay CCI's current labor rate for labor plus materials supplied by CCI as a result of: (i) any changes at or to the SD-WAN Service point of demarcation; (ii) changes to transportation/Internet services that carry the SD-WAN Service data, or network termination point that may affect the SD-WAN Service; and (iii) any software or hardware configuration changes proposed to be made to

Equipment or to the network or customer- or third-party supplied equipment used to deliver the SD-WAN Service, and (iv) any moves, additions, changes or modifications to Equipment or network you request.

2.8 Communication. You will be responsible for communicating with your own users of the SD-WAN Service, and for responding to all service issues and Trouble Reports made by such users. You will designate a dedicated, knowledgeable representative authorized to act on your behalf and to communicate with CCI regarding the SD-WAN Service, Trouble Reports, service issues, the Agreement and this or any other Addendum. This person should have working knowledge of standard IT infrastructure, equipment and software for wireless data and wireless voice services.

3. INTERNET ACCESS. You agree to provide Internet access, as specified by CCI or the applicable equipment manufacturer, in order for the SD-WAN Service to function. You are solely responsible for any third-party Internet connection. CCI assumes no liability for performance of a third-party Internet connection. You may contract with CCI to provide an Internet connection.

4. EQUIPMENT TITLE AND LICENSING TERMS

4.1 Ownership of Equipment. All Equipment and the right to license associated software to you is and will remain the sole personal property of CCI or its suppliers, as applicable. No right, title or interest in the Equipment will pass to you other than the right to maintain possession and use of the Equipment, in connection with the SD-WAN Service. You, at your sole expense, will protect and defend CCI's and/or its suppliers' right in and title to the Equipment and will keep the Equipment free from any and all claims, liens, encumbrances and legal processes of your creditors and other persons other than those claiming by and through CCI. CCI or its supplier may affix labels to the Equipment in a prominent place to identify such ownership of the Equipment and you will not obscure, deface or remove such labels, including any electronic labeling that may appear on-screen when software components of the Equipment are in use.

4.2 Hardware additions—no returns. All hardware licensed by you is subject to the full term of the Agreement. You will not receive credit for any Equipment returned prior to full term. You agree and acknowledge that if you desire to license additional or different Equipment from CCI other than the Equipment initially licensed from CCI hereunder, that CCI may charge additional or different amounts to you to license such additional Equipment.

4.3 Risk of Loss. You assume and will bear the entire risk of theft, loss, destruction or damage to the Equipment from any cause whatsoever, whether or not insured, until the Equipment is returned to CCI in good working order when CCI is no longer providing the SD-WAN Service to you.

4.4 Maintenance. You will be responsible to keep the Equipment in good repair, condition and working order. In the event of a failure in the Equipment that would be covered by manufacturer's limited end-user warranty, CCI will coordinate with such manufacturer to repair or replace any such failed Equipment.

4.5 Insurance. You will keep all Equipment insured with an all-risk property damage insurance policy issued by an insurer reasonably acceptable to CCI, covering the Equipment in an amount not less than the replacement value of the Equipment. You will also maintain a general commercial liability policy covering personal injury, death and property damage with limits of at least $1,000,000 combined single limit per occurrence. CCI will be named as loss payee on the property insurance policy and as additional insured on the liability policy required above. You will furnish to CCI copies of such insurance policies and periodic certificates of insurance in form reasonably acceptable to CCI. Such insurance policies will provide that the insurer will provide CCI with at least 30 days' notice in the event of non-renewal or a change or cancellation in coverage. All insurance policies obtained by you will be primary insurance and any other insurance covering CCI or its assigns will be secondary and excess of such policy.

4.6 Return of Equipment. You, at your expense, will return the Equipment to CCI when it is no longer purchasing the SD-WAN Service from CCI, at such place and by such reasonable means as may be designated by CCI, in the same repair, condition and working order as at the installation of such Equipment, except for reasonable wear and tear resulting from permitted use. If you will fail to return any item of Equipment within thirty (30) days upon disconnect date as provided by CCI, you will pay to CCI the full replacement cost of the Equipment.

4.7 Landlord Consent. Upon request of CCI, you will obtain from any landlord(s) of the premises where the Equipment will be located a Landlord's Waiver in form and substance satisfactory to CCI, permitting CCI to enter the premises and remove the Equipment upon a default by you hereunder. You will not move the Equipment from the location without the prior written consent of CCI. CCI and its employees and agents will have the right, at any reasonable time, to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition and maintenance of the Equipment.

5. OPERATIONS PROCEDURES. Your operations and use of the SD-WAN Service will comply with the Operations Procedures set forth below. You will promptly report to CCI any interruption or other failure of the SD-WAN Service (**"Trouble Report"**). You will provide to CCI an escalation list for your personnel upon execution of the Agreement or upon your placement of an order for any SD-WAN Services.

In the event of a customer-initiated Trouble Report, you will contact CCI at **844.968.7224 (844.YOUR.CCI).**

The following information will be exchanged at the time of notification by CCI or in the event of a customer-initiated Trouble Report:

a. The name and telephone number of the person who is making the Trouble Report.
b. The date and time of the Trouble Report.
c. The specifics relating to the Trouble Report.

CCI will maintain communication with you throughout the status of the Trouble Report resolution.

6. PRICES. CCI may change the prices upon thirty (30) day's advance written notice to you; provided that any accepted order, or any written proposal sent at least thirty (30) days prior to such price change notice and which results in an accepted order within thirty (30) days of the date of notice of price change, will be fulfilled at the then-current price before the effective date of price change.

7. PRODUCT DELIVERY. All deliveries are FCA from CCI's designated facility. Unless agreed in an accepted order, any delivery dates provided by CCI are estimates, are subject to change, and are not of the essence. Actual delivery dates may be affected by timely completion and delivery of all information required by CCI, if applicable. CCI will be entitled to extend the delivery date of Equipment for the foregoing reasons without breach.

8. ADDITIONAL CUSTOMER DEFAULTS AND CCI REMEDIES. In addition to any rights and remedies set forth in the Agreement, you will be in default if you attempt to sell, sublicense, transfer, mortgage, pledge, or otherwise encumber, sublet or part with possession of any Equipment without CCI's prior written consent. In the event of any default by you, CCI will have the immediate right to enter any premises where the Equipment is located and repossess and remove the Equipment and will have all remedies under Article 2A of the Uniform Commercial Code with respect to the Equipment and under any other applicable laws. In addition to any other damages due, you will pay to CCI the unpaid balance of all Equipment license payments and if the Equipment is not returned to CCI in good and working order, the reasonable residual value that the Equipment would have had at the end of the license term in good and working order.

9. SD-WAN SERVICE LEVEL AGREEMENT ("SLA") TECHNICAL SPECIFICATIONS. In the event of a service level interruption caused by CCI's third-party supplier, your sole remedy will be for CCI to use commercially-reasonable efforts to restore the affected service as quickly as possible. CCI will also use commercially-reasonable efforts to promptly provide you with a root cause analysis of any service level violations. The Premium SD-WAN Tier has a 100% uptime guarantee. It is the only SD-WAN Tier for which CCI will credit the full SD-WAN service.

9.1 General Exclusions. CCI will have no liability to you for downtime caused either directly or indirectly by:

a. Custom application coding error;
b. Software configuration changes not made or approved by CCI or its third-party service provider;
c. Hardware configuration changes not made or approved by CCI or its third-party service provider;
d. Failure of any components or services not managed by CCI or its third-party service provider, including but not limited to hardware network access and third-party vendor support; or
e. other issues outside of CCI's control, such as bandwidth, power or Internet access.

9.2 SD-WAN Tiers.

SD-WAN TIER	SPECIFICATION	TARGET
Basic	No specification	No target
Advanced	Delivery of packets	Improved over previous performance levels
Premium	Delivery of packets	Improved over previous performance levels
Premium	Uptime	100%

9.3 MEAN TIME TO REPAIR. Mean Time to Repair (**"MTTRepair"**) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device. The average monthly MTTRepair objective is four (4) hours.

9.4 Mean Time to Repair CPE Extended Service Area. Extended Service Area refers to areas outside of direct field technician coverage, whereas the use of a third party may be utilized for purposes of installation and repair support.

SPECIFICATION	MONTHLY AVERAGE
MTTRepair Extended Service Area	Next business day

9.5 Mean Time to Respond. Mean Time to Respond (**"MTTRespond"**) is a measure of the average time required to acknowledge the trouble ticket and dispatch technical personnel if required.

SPECIFICATION	MONTHLY AVERAGE
MTTRespond	1 hour

9.6 Repair and Scheduled Maintenance. Upon notification of trouble, repair efforts will be undertaken by internal network surveillance and performance systems or by notification of trouble and release of the SD-WAN Service and related services by you for testing. You will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards will not apply during scheduled maintenance periods.

10. END USER SUBSCRIPTION AGREEMENT. You acknowledge that the Equipment contains certain third-party components and, accordingly, agree to abide by the terms of the VeloCloud End User Subscription Agreement available at https://www.velocloud.com/terms/subscription as may be updated from time to time, which terms are incorporated herein, including, without limitation, the provisions regarding limitations of liability, disclaimers of warranty, reservations of intellectual property rights, and restrictions on End User' use and resale, with such provisions made for the benefit of CCI's suppliers and licensors, including VeloCloud. You also agree to abide by the terms and the VMware Data Processing Addendum found at https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf and as it may be updated from time to time, which terms are incorporated herein.

You represent and warrant to CCI that these terms do not violate any applicable law or agreement to which you are a party and that you will comply with all applicable federal, state and local laws. CCI requires a Business Associate Agreement (**"BAA"**) or Sub-Business Associate Agreement with you as needed to comply with the Health Insurance Portability and Accountability Act that will require that you acknowledge that (i) you will encrypt all Protected Health Information in accordance with commercially reasonable encryption techniques consistent with the guidelines promulgated by the Department of Health and Human Services, and (ii) CCI and its suppliers are neither responsible for knowing what type of information may be created, stored, used or managed by you in connection with the SD-WAN Service nor for knowing or investigating which laws may or may not apply to such information. You acknowledge and agree that you (i) have conducted an assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of your information to be created, transmitted, stored, used or maintained in connection with the SD-WAN Service; (ii) have determined that the SD-WAN Service is sufficient for your purposes and in compliance with applicable law; and (iii) CCI is not responsible for determining whether any SD-WAN Service is sufficient for your compliance with any applicable law.

11. ADDITIONAL TERMS. CCI hereby notifies you that VeloCloud Networks, Inc. (**"VeloCloud"**) part of VMware, Inc. is an intended third-party beneficiary of your Agreement with CCI regarding the provision of the SD-WAN Service and that all limitations and obligations therein with respect to CCI are also applicable to VeloCloud. You are responsible for maintaining the confidentiality of your account and password, as well as all activities that occur under your account. You represent, warrant and covenant to CCI that you own or has the legal right and authority, and will continue to own or secure the legal right and authority, to use your equipment and any software you provide with respect to the SD-WAN Service deployment.

SD-WAN Addendum, v20211123

LONG DISTANCE SERVICES ADDENDUM

1. DESCRIPTION OF LONG DISTANCE SERVICES. CCI will provide Long Distance Services to you as set forth on your order for Long Distance Services under the Agreement or a separate service order for Long Distance Services (a **"Service Order"**). Each Service Order will identify the scope of the Long Distance Services and/or equipment that is the subject of such Service Order.

Domestic Outbound 1+ Calling are long distance calls originated by you dialing 1+ area code + seven (7) digit number to locations throughout North America (including all 50 states), Puerto Rico, Guam, Saipan, and US Virgin Islands. Rates include transport and call termination.

Domestic Inbound 1+ Calling (**"Toll Free Services"**) are long distance calls terminated to you without charge to the originating caller for calls made from locations throughout the US, Canada or the Caribbean. Rates include call origination and transport of calls.

2. SERVICES PROVIDED. You have access to CCI's Long Distance Service seven (7) days a week, 24 hours a day and may transmit video, data and other communications of your choice to intrastate (within the state) or interstate (outside the state) destinations.

Where you contract with CCI for Long Distance Services, CCI will restrict international toll, utilizing 011+ dialing pattern, and off-shore domestic toll to non-U.S. countries, utilizing 1+ dialing pattern. Such restriction may be removed by CCI if requested in writing by you. You are responsible for your network security management and agree to safeguard against unauthorized access to the long distance network, and to assume financial liability if such security fails. In the event such unauthorized access occurs that stimulates toll usage billing, you are responsible to pay for all toll traffic switch expenses caused by the unauthorized access. You hereby agree to indemnify and defend CCI from and against any claims or charges made against or incurred by CCI resulting from all authorized or unauthorized toll and long distance charges.

3. ADDITIONAL PROVISIONS FOR LONG DISTANCE SERVICES. You will be billed for domestic Long Distance Services on a usage basis. You will be billed for international Long Distance Services on a usage basis in 60-second increments with a 60-second increment minimum.

Rates for services are dependent upon your service commitment in the Service Order.

4. OPTIONAL CALLING PLANS. Optional Calling Plans are available in bundled minutes. Operator assistance, directory assistance and international calls outside the US and Canada are not included in minutes of an Optional Calling Plan. All Optional Calling Plan minutes are applied to calls on a "first-in" basis by billing cycle for the entire billing account. International calls will be billed at CCI's current international rates published on https://www.consolidated.com/ldrates.

5. LIMITATION OF COMPANY'S LIABILITY. Without limiting the general terms of the Agreement, you assume all risks other than those resulting from gross negligence or willful misconduct associated with the provision of Long Distance Services and delivery of messages, and the liability of CCI for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the Long Distance Services provided will not exceed its billed charges for the defective call or calls.

Long Distance Services Addendum, v20211123

VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES 911 CUSTOMER NOTICE AND ACKNOWLEDGEMENT

The FCC's rules require CCI to obtain and keep a record on file showing that you have received and understood this 911 Customer Notice. CCI will initiate services only after receipt from you of your acknowledgement of your receipt and understanding of this Notice.

1. The Service described in the Addendum to which this Notice is attached uses Voice over Internet Protocol (**"VoIP"**) to complete calls, including 911 calls. Because of the unique nature of VoIP telephone calls, emergency calls to 911 through the Service will be handled differently than traditional phone service. This Notice describes the differences and limitations of VoIP 911 calls, and, through signing below, you acknowledge that you understand the differences between traditional 911 service and VoIP 911 calls placed using the Service as described below.

2. VoIP services, including VoIP 911 services, may not operate with the loss of electrical power or during a power outage. Following a power loss or outage, you may be required to reset or reconfigure your Service equipment in order to be able to use the VoIP services, including VoIP 911 services.

3. VoIP services, including VoIP 911 services, will not function if the broadband connection is not operational and may not function if the Service equipment fails or is not configured correctly or if your Service is not functioning correctly for any reason, including VoIP service outage, suspension or disconnection, network or Internet congestion, network or Internet outages, use of non-native numbers with the Service, or delays in transmitting location information through the Service. Following any such equipment or Service issues, you may be required to reset or reconfigure your Service equipment in order to be able to use the VoIP services, including VoIP 911 services.

4. You must provide CCI with an accurate service location address when placing each order so that CCI can establish initial 911 address records based on that location. While CCI will comply with all applicable laws and regulations regarding VoIP 911 call routing, VoIP 911 calls may transmit incorrect physical location information for the caller if 911 calls are placed through the Service from locations other than the registered location or if you modify your equipment or relocate your equipment to a location other than the registered location. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make VoIP 911 calls. Registered location updates can be accomplished using the Web portal provided to you by CCI.

5. For VoIP 911 calls made through a Service application installed on a mobile phone, the Service is configured to route the call over the applicable cellular network as if the caller used the phone's dial pad. However, 911 calls made using a mobile phone should be completed using the phone's dial pad directly wherever possible to minimize the possibility of Service or call-handling failures. For VoIP 911 calls made through the Service using any other device including a tablet or computer, the Service is configured to route the call with the registered location information. As described above, however, the registered location may not be the same as the caller's location if the call is placed from a location other than the registered location or if the registered location information has not been updated as required. Therefore, 911 calls should be placed using a traditional landline or through the dial pad on the caller's mobile phone wherever possible, and if you or your users use the Service to make a VoIP 911 call, the caller should clearly communicate his or her name, call-back number and calling location to the operator.

6. You agree to notify all users and potential users of the limitations applicable to VoIP 911 calls made through the Service as described in this Notice.

IN ADDITION TO THESE TERMS, THE 911 TERMS SET FORTH IN YOUR AGREEMENT AND/OR SERVICE ORDER AND ANY APPLICABLE ADDENDUM WILL APPLY TO ANY USE OF THE SERVICE FOR 911 CALLS AND ARE EXPRESSLY INCORPORATED INTO THIS NOTICE BY REFERENCE. CCI ALSO RESERVES THE RIGHT TO INCORPORATE ADDITIONAL 911 DISCLOSURES AND TERMS INTO THIS NOTICE BY POSTING SUCH DISCLOSURES AND TERMS ON ITS WEBSITE AT https://www.consolidated.com/support/terms-policies. YOU SHOULD REVIEW THIS PAGE FREQUENTLY FOR ADDITIONAL DISCLOSURES AND TERMS.

Your signature below will serve as your acknowledgement that CCI has advised you of these potential limitations.

I acknowledge that I have received, read, and understand this important 911 Customer Notice and understand and acknowledge the limitations disclosed by CCI.

City of Inver Grove Heights
By:
Name:
Signature Date:

VoIP Services 911 Customer Notice and Acknowledgement, v20211123

PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICES ADDENDUM

1. PS/ALI SERVICE DESCRIPTION. CCI will provide Private Switch Automatic Location Identification (**"PS/ALI"**) Services (the **"Service"**) to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a **"Service Order"**). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order. Any work, services or facilities not specified in the Agreement will only be provided if available and then subject to CCI's then-current retail rates. You will provide to CCI at each of your locations suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by CCI to provide the Service.

The Service is an Enhanced 9-1-1 (**"E911"**) service that allows a Private Switch located on your premises (or, if applicable, a Centrex leased by you) to send automatic number identification (**"ANI"**) information to the E911 database from individual user stations for the purpose of providing specific site or station location information associated with the E911 call to the appropriate Public Safety Answering Point (**"PSAP"**). The Service is to be used by PBX (and, if applicable, Centrex) customers to develop and maintain their own E911 database records. A secure web based graphical user interface is used to enter telephone number information and its associated address information into the E911 database. In ordering the Service, you represent that you meet all technical specifications and regulations for E911 service as may be published by applicable 911 regulatory authorities or CCI. If required, specialized Customer Premises Equipment (**"CPE"**) network interfaces designed to forward the ANI of the caller must be provided by you.

2. CUSTOMER RESPONSIBILITIES. Your responsibilities with respect to the Service are as follows:

a. You are responsible for identifying the **"Administrator"** responsible for the maintenance of your end-user records and furnishing contact information for that person to CCI's E911 Database Administration Group.
b. You must obtain a unique National Emergency Number Association (**"NENA"**) ID associated with you for the purposes of identifying ALI records for which you are responsible.
c. You will gain access to the CCI E911 database by using the username and password as well as security procedures provided by CCI.
d. You are responsible for implementation and ongoing administration of all data management associated with the Service.
e. You are responsible for maintaining the accuracy of the data by updating the database with all changes and new information by telephone number.
f. All changes, additions and deletions must be made in a timely manner in accordance with applicable laws and regulations and must utilize the format and methods provided by CCI.
g. If your local service provider at the location(s) covered by the Service is a provider other than CCI, then you understand and agree that you must notify the applicable local service provider, obtain its concurrence to "unlock" all necessary telephone numbers and make any other necessary arrangements with that local service provider to enable CCI to provide the Service. A consent letter for these purposes is attached to this Addendum.
h. You must utilize one (1) of two (2) methods to implement PS/ALI Service. In order to forward the ANI of the caller behind your PBX, you must either subscribe to Integrated Services Digital Network (**"ISDN"**) Primary Rate Interface (**"PRI"**) service and have the associated 911 features enabled or must otherwise order direct Centralized Automatic Message Accounting (**"CAMA"**) trunks between your PBX and the associated 911 tandem switches serving your area.

Assuming you comply with your responsibilities as reasonably requested or directed by CCI, CCI will do the following as part of the Service:

a. CCI will make modifications to your ISDN PRI service when CCI is your service provider as necessary to implement this service. Such modifications will be subject to applicable charges and rates in effect at the time the work is performed.
b. If CCI becomes aware of any errors in your ALI records, it will return those records to you for resolution. However, for clarity, the Service does not include, and CCI does not undertake extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in your data management system or process. Without limiting the generality of the Agreement or the below terms of this Schedule, CCI will in no way be responsible for any deficiency of the Services hereunder caused by an error, defect, limitation, or other condition of customer-provided equipment or your action.

3. 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY. As described in this Addendum, the Service utilizes an "Enhanced 911" or "E911" database to deliver a caller's location information to the applicable 911 answering point, and it is your responsibility to update this location information via the Service's Web portal if the Service is used at or relocated to a location other than the original installation site. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make 911 calls.

Without limiting any other limitation of liability set forth in the Agreement or any additional 911 terms set forth in the Agreement, this Addendum, or the Service Order, you agree to the following with respect to any access or attempted access to 911 emergency services through the Service:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CCI, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS (INCLUDING, WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF 911 EMERGENCY SERVICE. TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CCI, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS FROM ALL THIRD-PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, YOUR FAILURE TO ADVISE CCI OF THE CORRECT ADDRESSES WHERE IP-ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, YOUR FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR YOUR OR ANY USER'S MOVEMENT OF AN IP-ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE E911 DATABASE DESCRIBED IN THIS ADDENDUM).

4. TARIFFS AND OTHER REGULATORY MATTERS. As set forth in the Agreement, the terms of any tariff governing the Service will take precedence over the terms of the Agreement. However, if a tariff does not apply (or ceases to apply) to the Service, the terms of the Agreement, including, without limitation, payment terms, limitation of CCI's warranties, limitation of CCI's liability, and indemnification terms will apply to the Service to the fullest extent permissible by applicable law as of and from the date the Service is or becomes un-tariffed. Additionally, if a Service is or becomes un-tariffed and an applicable regulatory body properly requires the Service to be provided under a tariff, CCI may, in its sole discretion, either terminate the Service or may otherwise cause the preparation and filing of an appropriate tariff in accordance with applicable regulatory requirements. If CCI elects to file a tariff, the tariff will supersede the conflicting terms of the Agreement as of the date the tariff becomes effective.

Without limiting the generality of the foregoing, in the event that any governmental body with jurisdiction to do so materially and adversely changes the rights, obligations or risks of CCI with respect to the Service, then CCI in its sole discretion may terminate the affected Service Order or the Agreement in whole or in part by providing written notice to you. Additionally, you acknowledge that the rates for the Service must at all times meet the minimum rates permitted under applicable law and/or regulation, and CCI may adjust such rates at any time with notice to you if the then-current rates are deemed to be below the minimum rates required by applicable law or regulation.

PS/ALI Services Addendum, v20211123

SIP TRUNK SERVICES ADDENDUM

1. SERVICES DESCRIPTION. CCI's Session Initiated Protocol (**"SIP"**) Trunking product (the **"Service"**) is an IP-based, trunk-side connection that ties your premise-based PBX to CCI's advanced soft switch, data networks and ultimately to the public switched telephone network (**"PSTN"**). CCI will provide the Service to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a **"Service Order"**). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order.

The Service includes the following elements:

1.1 CCI Ethernet. This Service may be transported over CCI Ethernet Services. CCI may provide a Voice over Internet Protocol (**"VoIP"**) Ethernet Virtual Circuit (**"EVC"**) in NNE Markets (Maine, New Hampshire and Vermont) based on the total number of concurrent calls your busy-hour traffic needs require at the rates set forth in your Service Order. This Service terminates to a managed device located at your premises, with the monthly rates per your Service Order. CCI may provide a demarcation point at the User Network Interface (**"UNI"**) device supplied as part of its Ethernet Service offering. You should refer to your Switched Ethernet Services Addendum for details.

1.2 Managed Devices. As part of this Service, CCI may provide you with one (1) or more managed devices which may include gateway/access routers, switches or IP phone sets (the **"Managed Device(s)"**). These Managed Devices will be managed by CCI as part of the Service. you are not authorized to use the Managed Devices for any purpose other than use in conjunction with the Service. Unless otherwise noted on the applicable Service Order, title to all Managed Devices remains with CCI or the applicable vendor, and all Managed Devices must be returned in the event of termination or non-renewal of the applicable Service Order(s).

a. Installation of the Managed Devices may be performed by CCI or coordinated through a CCI-approved vendor as either remote or on-site and may require that you allow access to your premises to CCI or the approved vendor.
b. Training on use of Managed Devices is available in limited circumstances and then only as set forth on your Service Order.
c. Maintenance and Support of all Managed Devices are included in the quoted price for Service. However, you are responsible for ensuring the proper care of the Managed Devices in accordance with the equipment care provisions set forth in the Agreement and the terms of this Addendum, and CCI's maintenance and support obligations will not extend to issues caused by your failure to care for the Managed Devices as required.

1.3 SIP Trunks; Concurrent Call Paths. CCI will establish a SIP trunk group capable of handling the number of simultaneous calls you designate to handle your busy-hour traffic needs. Trunks are purchased individually at rates outlined in your Service Order.

1.4 Analog Line Ports ("FXS"). Analog ports are IP replacement lines for most traditional Plain Old Telephone Services (**"POTS"**) lines and this packetized voice is carried over the Ethernet circuit designed for this service. Should you require analog line support for analog phones and other legacy analog equipment, a managed gateway device will be required at rates outlined in your Service Order in addition to any applicable per-port charges. You acknowledge that fax, alarm and other specialized service needs are not supported on these analog port services and that you will be required to maintain hard-wired landlines to maintain these service needs.

1.5 Calling Plans. You are required to maintain a calling plan in order to obtain this Service. CCI offers various optional calling plans which, if ordered, will be detailed in the Service Order.

2. INSTALLATION RESPONSIBILITIES. The parties' respective obligations with respect to the installation and implementation of the Service are as follows:

2.1 CCI Responsibilities. In addition to the responsibilities set forth in the Agreement, CCI may (i) provide a TCP/IP routing service to connect your network to its regional Internet, (ii) coordinate the installation and order on your behalf transportation facilities from your premises to CCI's network; (iii) maintain ownership of all IP addresses, which are provided to you, and (iv) supply you with IP address space based on Internet policies for assigning address space.

2.2 Your Responsibilities. In order to initiate the Service, CCI will need your help in setting up the network. CCI may install an Ethernet-enabled point of interface device on your premise to terminate your Ethernet Service. Your bandwidth requirements for concurrent calls, Internet access and other data bandwidth needs will determine how CCI hands off these services. Your CCI account team, working with your technical staff, may produce a design and equipment list to fit your service and data needs. However, the use of Ethernet Services by you and your users is, to the maximum extent permitted by applicable law, at your risk. CCI will in no way be responsible or liable to you or your users for any loss or damage as a result of the use of the Service or the Ethernet Service(s). You acknowledge and agree that, although CCI will make every reasonable effort to provide continuous, uninterrupted and expedient Ethernet Service to you and your permitted users, interruptions in the Service may occur as normal events in the provision of Service.

3. SERVICE USE RESTRICTIONS AND SERVICE LIMITATIONS.

3.1 Without limiting the generality of the Agreement, you may use the Service only in a manner that fully complies with all applicable laws, the terms and conditions of the Agreement, this Addendum, the Service Order and the applicable CCI terms at https://www.consolidated.com/support/terms-policies (the **"Standard Terms"**), including, without limitation, Provider Acceptable Use Policy available at the foregoing link (the **"AUP"**).

3.2 All voice services are provided subject to the terms of your applicable calling plan, the Standard Terms applicable to voice usage and the AUP, any of which may restrict call volumes or usage as set forth therein.

Unlimited local calling, to the extent provided, is provided solely for live dialog between two (2) individuals. Unlimited services may not be used for data transmissions, transmission of broadcasts, transmission of recorded material or other connections which do not consist of substantially-uninterrupted live dialog between individuals. In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue and each line on a conference bridge may incur charges at the then-current rate established by CCI.

3.3 You are solely responsible for any and all activities that occur under your account, including associated charges, except to the extent caused by CCI's gross negligence or willful misconduct. You will not transfer your login credentials accessing the Service to any third party. You agree to notify CCI if you become aware of any prohibited, fraudulent or unauthorized use of the Service, your account, or any Managed Devices or other Equipment or Software (defined below). You are responsible for implementing generally-accepted security measures to protect all access points. You are responsible for securing all credentials used to access the Service, including credentials used by telephones, softphones, end users or administrators, as well as the media access control (**"MAC"**) address of telephones used by you. You are also solely responsible for terminating credentials and access for any end users no longer authorized by you to use the Service. In the event CCI discovers or has reason to believe (i) suspicious or fraudulent calls are being made, (ii) calling patterns or volumes materially are outside of your regular usage patterns, or (iii) other usage is occurring in violation of the Agreement, this Addendum or the Standard Terms, you consent to CCI taking actions it deems reasonably necessary (including temporary suspension of the affected Service or blocking or limiting access to particular calling numbers or geographic areas) to prevent such usage from taking place.

3.4 In some cases, CCI may utilize the public Internet in conjunction with the provision and maintenance of the Service and third-party networks (e.g. common carriers terminating calls) outside of its control. In such cases, CCI makes no representation that the Internet or any such third-party network will adequately secure or protect the privacy of you or any end user's personal information, and CCI expressly denies any associated liability except as set forth in this Addendum.

4. 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY. You acknowledge that the Service uses Voice over Internet Protocol or **"VoIP"** to complete calls, including 911 calls, and that you have read and understands the 911 Notice and Acknowledgement (the **"911 Notice"**) attached to this Addendum and describing certain limitations of the Service with respect to 911 calls. **As described in this Addendum, the Service utilizes an "Enhanced 911" or "E911" database to deliver a caller's location information to the applicable 911 answering point, and it is your responsibility to update this location information via the Service's Web portal if the Service is used at or relocated to a location other than the original installation site. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make VoIP 911 calls.**

Without limiting any other limitation of liability set forth in the Agreement or the Standard Terms or any additional 911 terms set forth in the Agreement, this Addendum, the attached 911 Notice, the Service Order or otherwise set forth within the Standard Terms, you agree to the following with respect to any access or attempted access to 911 emergency services through the Service:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CCI, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS (INCLUDING, WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF 911 EMERGENCY SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CCI, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS FROM ALL THIRD-PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, YOUR FAILURE TO ADVISE CCI OF THE CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, YOUR FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR YOUR OR ANY USER'S MOVEMENT OF AN IP-ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE E911 DATABASE DESCRIBED IN THIS ADDENDUM).

5. SERVICE CHARGES. Your charges for the Service are contained in the Service Order. Your purchase of additional Service features will incur additional charges and may require execution of a new Service Order. This Addendum does not entitle you to any future versions or releases of the Service (including related software) which CCI may make available during the Service Term unless separately agreed to in writing signed by the parties' duly authorized representatives.

6. LOCATIONS. The Service will be provided to you at the locations set forth in the Service Order. **CCI will populate the E911 database with the service locations where the Service is installed. Due to the nomadic properties of this Service, if you or any of your users utilize the Service at a location other than where installed, it is the sole responsibility of you and/or the user to update the location address using the Web portal provided by CCI for the Service.**

You agree to purchase the Service from CCI at the rates and quantities set forth in the Service Order for the Service Term set for in this Addendum. Any other work, services or facilities required will only be provided as mutually agreed to by the parties duly authorized representatives in a signed writing.

SIP Trunk Services Addendum, v20211123

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Agenda Item 4.K.

Request for Council Action

SUBJECT: **Final Closeout of City Project No. 2022-05 – Pool Filter Replacement Project**

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, accepting work and authorizing final payment for the replacement of the pool filters at Veterans Memorial Community Center (City Project No. 2022-05).

BACKGROUND
In May 2022, the City awarded a contract to Global Specialty Contractors, Inc to replace the Veterans Memorial Community Center (VMCC) pool filters, pumps and chemical feed components and systems at a cost of $842,77.00.

Construction began in the summer of 2022 and was completed near the end of 2022. As a result, approval is sought for a Final Pay Voucher in the amount of $42,138.50.

FISCAL IMPACT
The final payment of $42,138.50 will result in the project coming in on budget. The project was funded through the 2022 Community Center Capital Requests as a transfer from the Host Community Fund.

RECOMMENDATION
Staff recommends adoption of the attached Resolution, accepting work and authorizing final payment for the construction of the Pool Filter at Veterans Memorial Community Center, City Project No. 2022-05.

ATTACHMENTS
1. Resolution - Final Acceptance - 2022-05 Pool Filter Project - VMCC
2. Park and Recreation Director's Report of Acceptance - Pool Filter Project 2022-05
3. Pay Est #5 - Dec 2022 FINAL - USAquatics (approved)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF GLOBAL SPECIALTY CONTRACTORS, INC AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $42,138.50

CITY PROJECT NO. 2022-05

RESOLUTION NO. __________

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights in May 2022, Global Specialty Contractors, Inc satisfactorily completed construction of replacing pool filters, pumps and chemical feed and systems at Veterans Memorial Community Center.

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

1. The work completed under this contract is hereby accepted and approved.

2. The Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor’s receipt in full.

Adopted by the City Council of the City of Inver Grove Heights this 23 day of January 2023.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

PARKS AND RECREATION DIRECTOR'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2022-05 – Pool Filter Project (VMCC)

January 18, 2023

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Global Specialty Contractors, Inc. The work consisted of construction replacing pool filters, pumps and chemical feed and systems.

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

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

ORIGINAL CONTRACT PRICE	$842,770.00
FINAL CONTRACT AMOUNT	$842,770.00
PREVIOUS PAYMENTS	$800,631.50
BALANCE DUE	$42,138.50

Sincerely,

Adam Lares

Adam Lares
Parks and Recreation Director

PV #5 - Final - Project 2205
VMCC Pool Filters
Adam/Shannon

APPLICATION AND CERTIFICATE FOR PAYMENT

Follows the AIA DOCUMENT G702/Cma

TO (Const. Mgr.): US Aquatics
PO Box 86
Delano, MN 55328

PROJECT:
Pool equipment upgrades
Veterans Memorial Community Center

APPLICATION NO: 5

PERIOD TO: 31-Dec-22

Distribution to:
__ OWNER
__ ARCHITECT
__ CONTRACTOR
__ CONSTRUCTION MANAGER

FROM(CONT): Global Specialty Contractors, Inc
3220 Terminal Dr
Eagan, MN 55121-0387

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1 **ORIGINAL CONTRACT SUM**............................		$ 842,770.00
2 **Net change by Change Orders**............................		-
3 **CONTRACT SUM TO DATE (Line 1-2)**		$ 842,770.00
4 **TOTAL COMPLETED & STORED TO DATE**.......... (Column G on G703)		$ 842,770.00
5 **RETAINAGE:**		
a. 5% Of Completed Work (Column D + E on G703)	$ -	
b. 10% Of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column G of G703)................................		$ -
6 **TOTAL EARNED LESS RETAINAGE**................. (Line 4 less Line 5 Total)		$ 842,770.00
7 **LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)**...........		$ 800,631.50
8 **CURRENT PAYMENT DUE**.................................		$ 42,138.50
9 **BALANCE TO FINISH, PLUS RETAINAGE**.................. (Line 3 less Line 6)		$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous mor by Owner	-	0
Total approved this month	0	0
TOTALS	-	0
NET CHANGES by Changes 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 herein is now due.

CONTRACTOR:

By: [signature] Date: 12/29/22

State of : MN
County of: Scott
Subscribed and sworn to before me this 29th day of Dec 2022
Notary Public: [signature]
My Commission expires: 1/31/2025

LORI J. LINDELL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.. $42,138.50

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

CONSTRUCTION MANAGER:

By: Date:

~~**ARCHITECT:**~~

By: [signature] Date: 1/10/2023

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.

PROJECT: Pool equipment Upgrades Veterans Memorial Community Center

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
APPLICATION DATE: December 15, 2022
PERIOD TO: December 31, 2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED 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 5%
1	General Conditions, Project Mgt, Mob	$ 52,000.00	52,000.00	-	-	52,000.00	100.00%	-	-
2	Equipment demo	$ 50,000.00	50,000.00	-	-	50,000.00	100.00%	-	-
3	New filtration equpment	$ 330,000.00	330,000.00	-	-	330,000.00	100.00%	-	-
4	New pump equipment	$ 100,000.00	100,000.00	-	-	100,000.00	100.00%	-	-
5	VFD's and electrical hook ups	$ 150,000.00	150,000.00	-	-	150,000.00	100.00%	-	-
6	Pool pipe, valves, and fittings	$ 125,000.00	125,000.00	-	-	125,000.00	100.00%	-	-
7	Pool start up	$ 25,000.00	25,000.00	-	-	25,000.00	100.00%	-	-
8	Demob and close out	$ 10,770.00	10,770.00	-	-	10,770.00	100.00%	-	-
	TOTALS	**$ 842,770.00**	$ 842,770.00	$ -	$ -	$ 842,770.00	100%	$ -	$ -

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Resolution Amending 2023 Budget for Administration and Finance Departments

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, amending the 2023 General Fund Budget for the Administration and Finance Departments.

BACKGROUND

The 2023 budget for the Administration Department includes funding for the full-time position of Administrative Support Specialist. This position is currently vacant due to the previous occupant being selected for a different position within the City. After a trial-run with the position being vacant for approximately three months, and conversation with both the City Clerk and Finance Director, staff is seeking to hire a half-time (0.5 FTE) office support staff to carry-out the essential functions of the previous position and then use the remaining wage and benefit funding for a half-time (0.5 FTE) Accounting Technician within the Finance Department. Both positions will enhance the City's ability to have readily-available customer service staff on-site during office hours to assist residents and answer questions about utility billing and other topics.

FISCAL IMPACT

The requested action is budget neutral.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution to Amend 2023 Admin & Finance Department Budgets

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.________

RESOLUTION AMENDING THE 2023 GENERAL FUND BUDGET FOR THE ADMINISTRATION AND FINANCE DEPARTMENTS

WHEREAS, the originally adopted 2023 General Fund Budget, included funding for wages and benefits for a full-time Administrative Specialist in the Administration Department; and

WHEREAS, the position of Administrative Specialist is currently vacant; and

WHEREAS, a thorough review of the staffing needs of the Administration and Finance Departments has found that the budgeted wage and benefit dollars for 2023 would be best utilized by hiring a 0.5 FTE Office Support staff for the Administration Department and a 0.5 FTE Accounting Technician for the Finance Department; and

WHEREAS, such a change in the budgeted staffing complement for each Department can be accomplished in a manner that is cost-neutral to the 2023 General Fund budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council does hereby amend the 2023 budget as follows:

General Fund				
Administration	101.41.1100.413.10100	Decrease	$	33,400
Administration	101.41.1100.413.20100	Decrease	$	2,400
Administration	101.41.1100.413.20300	Decrease	$	2,100
Administration	101.41.1100.413.20350	Decrease	$	490
Administration	101.41.1100.413.20400	Decrease	$	2,500
Administration	101.41.1100.413.20600	Decrease	$	6,550
Administration	101.41.1100.413.20620	Decrease	$	100
Administration	101.41.1100.413.20630	Decrease	$	200
		SUBTOTAL -	**$**	**47,740**
General Fund				
Finance	101.41.2000.415.10200	Increase	$	33,400
Finance	101.41.2000.415.20100	Increase	$	2,400
Finance	101.41.2000.415.20300	Increase	$	2,100
Finance	101.41.2000.415.20350	Increase	$	490
Finance	101.41.2000.415.20400	Increase	$	2,500
Finance	101.41.2000.415.20600	Increase	$	6,550
Finance	101.41.2000.415.20620	Increase	$	100
Finance	101.41.2000.415.20630	Increase	$	200
		SUBTOTAL -	**$**	**47,740**

Adopted this 23rd day of January, 2023 by the City Council of the City of Inver Grove Heights, Minnesota.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Authorization to Enter into 2023-2024 Labor Agreement with AFSCME, Local 1065

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511
Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into a newly negotiated 2023-24 labor agreement with AFSCME, Local 1065.

BACKGROUND

AFSCME Local 1065 represents approximately 52 non-supervisory employees of the City. AFSCME members work in a variety of positions, with at least one employee in every City department. Most are full-time employees, but there are a few part-time benefited employees. The bargaining unit includes administrative support staff, building inspectors, engineering technicians, recreation coordinators, IT and GIS staff, the Associate City Planner, Deputy City Clerk, Communications Specialist, and more.

The previous collective bargaining agreement expired December 31, 2022. Negotiations for a successor agreement have been underway since early November and recently resulted in agreement that the union has voted to accept. The following summarizes the highlights of the agreement:

1. **Duration:** A two-year agreement running from January 1, 2023 through December 31, 2024.

2. **Wages:** A 3% general wage increase effective January 1, 2023 and a 3% general wage increase effective January 1, 2024.

3. **Paid Parental Leave Benefit:** Two-weeks of paid parental leave upon the birth or adoption of a child, without deduction from the employee’s accrued vacation or personal leave time. This benefit is for the two-year duration of this contract only, in order to provide the City with the opportunity to review and evaluate any state-mandated paid leave programs that may be adopted by the state legislature. *(**NOTE:** This is a new addition to the City's benefits package. Policy language to extend this benefit to non-union employees will be brought forward to the Council upon conclusion of this round of collective bargaining.)*

4. **Insurance.** The City will contribute toward employee health insurance for 2023 in accordance with the amounts previously approved by the Council for non-union employees. The City and the Union agree to a re-opener of this Article only, to determine the employer contribution toward 2024 health insurance benefits.

5. **Holidays.** If at any time during the duration of this contract, the State of Minnesota designates by statute Juneteenth as a state holiday, it shall be added to the list of City recognized holidays. If Juneteenth is designated as a paid holiday during the 2023 calendar year, but after the date of June 19 has passed, employees shall receive a one-time-only, additional floating holiday (8 hours) to be used prior to December 31, 2023. (***NOTE:*** *Juneteenth has already been designated a federal holiday and legislation is moving through the state level to designate it a state holiday, in which case no public business can be transacted other than emergency services.*)

6. **Miscellaneous.** The contract agreement also includes various changes to the order of the articles, clarification of covered positions and position titles, and other miscellaneous edits of no financial impact.

FISCAL IMPACT

The negotiated agreement falls within the parameters of the City's adopted 2023 budget. Funding for the 2024 general wage increase of 3% will need to be included in the City's 2024 budget.

RECOMMENDATION

The City Administrator and HR Manager recommend approval of the negotiated agreement.

ATTACHMENTS

None

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: 2023 Legislative Positions & Priorities

MEETING DATE: January 23, 2023
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED
The Council is asked to confirm the City's 2023 Legislative Positions and Priorities as discussed at the January 9 Council meeting, including updated dollar amounts for the City's two-bonding requests, by adopting the attached as the City's 2023 Legislative Positions and Priorities.

BACKGROUND
At its January 9, 2023 meeting, the Council reviewed and discussed the City's previous legislative positions and priorities. Due to rising construction costs, the Council consensus was to increase the bonding request for 117th St. from $4.4 million to $5 million and the request for Heritage Village Park from $2 million to $2.5 million. The attached document reflects those changes.

FISCAL IMPACT
There is no specific fiscal impact to adopting the attached positions and priorities, although the requested state bonding funds for 117th St. and Heritage Village Park have the potential to provide significant financial relief to the City and its taxpayers.

RECOMMENDATION
Staff recommends approval of the attached 2023 Legislative Positions and Priorities.

ATTACHMENTS
1. IGH 2023 Legislative Positions & Priorities

2023 Legislative Priorities & Positions

Local Control

Local government entities are closest to their constituents and most knowledgeable about their communities' needs and opportunities. Therefore, locally elected officials are in the best position to make decisions about city operations, finances, and regulations.

The City of Inver Grove Heights calls on the Minnesota Legislature to:

A. Support local government authority for land use decisions, zoning, and regulatory controls.
B. Support city authority to protect existing taxpayers and recover costs associated with development activity.
C. Oppose fiscal limitations such as levy limits, fund balance restrictions, reverse referenda on the decisions of local government officials, or other limitations to the local government budget and taxation process.

State Bonding

The City of Inver Grove Heights seeks state funding support, through bonding or other available resources, for the following local projects of regional importance:

Priority: Reconstruction of 117th St.

In 2023, the City of Inver Grove Heights' highest priority request for state bonding support is for the reconstruction of 117th Street, an essential transportation corridor for utilities and industry serving the state and region. Those that rely on the roadway for their daily operations include Republic Services' Pine Bend Landfill, Xcel Energy, and Flint Hills Resources. The estimated total project cost of improving and modernizing 117th Street is more than $24 million. In recognition of the regional significance of this roadway and in order to meet the timeline necessary to retain a sizable federal grant, the City is requesting $5 million in state bonding support.

Inclusive Playground & Splash Pad at Heritage Village Park

Located just west of the Mississippi River, Heritage Village Park is a multi-year, multi-phase effort to redevelop 65 acres of once polluted and flood-prone land into an amenity for the community and the region. Previous phases have connected the park to a regional trail and added an off-leash dog area. This request for $2.5 million in state bonding support would help fund construction of an inclusive playground and splash pad along with related walkways, landscaping, and infrastructure.

Transportation Funding

The City of Inver Grove Heights supports comprehensive, regionally balanced transportation funding that addresses the long term needs of our state, including investments that will reduce congestion, provide funding for local roads and bridges and build a transit system that matches demands in a post-pandemic world. The City calls on the State to adopt a fair and equitable distribution of federal infrastructure funding in a manner that addresses state, regional and local needs in a balanced manner. The City also supports continued and/or renewed investment in the Transportation Economic Development (TED) and Corridors of Commerce programs.

Common Interests of the City Government Community

The City of Inver Grove Heights is an active member of the League of Minnesota Cities, Municipal Legislative Commission and Metro Cities and supports the legislative platforms of these organizations.

Additional Legislative Positions

A. *Fiscal Disparities* – The City of Inver Grove Heights advocates for legislation that would reflect a meaningful analysis of the present-day applicability of the state's 1971 commercial industrial "tax-base sharing" law and opposes the use of fiscal disparities to fund social or physical metropolitan programs because of its complexities results in a metropolitan-wide property tax increase hidden from the public.

B. *Support Local Control/Reduce Unfunded Mandates* **–** The City of Inver Grove Heights supports a) the necessary changes to the Data Practices Act to protect municipalities from abusive or harassing requests, while helping to compensate for overly broad and burdensome requests; and b) supports reducing the number of state and regional agencies that regulate municipal activities related to water quality and water supply.

C. *State Property Taxes – The* City of Inver Grove Heights opposes the extension of state-levied property taxes to additional classes of property and/or the increase in taxation levels on the present state property tax.

D. *Public Employees Retirement Association (PERA)* **–** The City of Inver Grove Heights supports sharing the cost for retirement programs between employees and cities and supports cities and fire relief associations working together to determine the best application of State Fire Aid. This also includes advocating for state funding of costs related to state-mandated changes to the provision of the retirement program, which have the effect of enhancing benefits beyond existing levels.

E. *Local Government Aid (LGA)* – The City of Inver Grove Heights advocates for policies that more fairly address the disparities in property tax burdens as a percentage of income as documented by the Voss Data Base. The City supports continued funding of Voss Data Base and compilation of data by the Department of Revenue.

F. *City's Role in Environmental Protection and Sustainable Development* – The City of Inver Grove Heights is committed to environmental protection and sustainability. The city supports public protection efforts to reduce greenhouse gas emissions and to further protect surface and ground water, as well as infrastructure design and techniques that are environmentally and economically beneficial and compliant.

Agenda Item 6.A.

Request for Council Action

SUBJECT: Rental Housing Licenses

MEETING DATE: January 23, 2023
ITEM TYPE: Regular Business
CONTACT: Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED
The Council is asked to consider approval of rental housing licenses.

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

The following rental license applications have been submitted:

7075 Cleve Ave E - Leah Frenning
7928 Barbara Ave - Leah Frenning
8744 Callahan Trl- Leah Frenning
7463 Dickman Trl - John & Cassie Stiles
8857 Brunswick Path - Lucia Juenemann
8821 Brunell Way - Richard Larson

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

FISCAL IMPACT
None

RECOMMENDATION
Community Development and Police Department staff recommend approval of the licenses listed above.

ATTACHMENTS
None

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: **Ordinance Amending and Extending Existing Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to the Sale, Testing, Manufacturing, and Distribution of THC Products (Edible Cannabinoid Products)**

MEETING DATE: January 23, 2023
ITEM TYPE: Regular Business
CONTACT: Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to consider approval of the attached ordinance amending and extending the existing interim ordinance related to the establishment of new uses or the expansion of existing uses related to the sale, testing, manufacturing, and distribution of THC Products.

BACKGROUND

In 2022, the Minnesota Legislature amended Minnesota Statutes, Section 151.72 relating to the sale of certain cannabinoid products. The new law permits the sale of edible cannabinoid products, provided that a product sold for human or animal consumption does not contain more than 0.3% of tetrahydrocannabinol and 50 milligrams of any tetrahydrocannabinol per package. These edible cannabinoid products, as that term is defined in Minn. Stat. Sec. 151.72, are referred to herein as "THC Products". The new law allows the sale of THC Products and establishes various labeling and testing requirements, but it does not require retailers selling these products to obtain a license from the State prior to selling THC Products. Cities, however, may establish local regulations related to the sale of THC Products, and a number of cities have adopted ordinances requiring a license for the sale of THC Products.

On August 8, 2022, the City Council adopted an interim ordinance (moratorium) for a period of six months, prohibiting the establishment of new uses and expansion of existing uses involving the sale, testing, manufacturing, or distribution of THC products, and directed staff to conduct a study of the related issues in order to provide a recommendation to the Council about whether the City should amend its zoning, business-licensing, or other general code provisions related to THC Products.

On January 5, 2023, a bill was introduced in the MN House of Representations, and a companion bill was introduced in the Senate on January 9, 2023, which would legalize adult-use recreational marijuana and provide for the state-wide licensing and regulation of these products as well as other THC Products. Based on these recently-introduced bills, at its January 9 meeting, the Council tabled the second reading of an ordinance establishing a city licensing structure for retailers selling THC products and directed that an ordinance extending the existing six-month interim ordinance (morritorium) for an additional six months to allow for additional study of potential licensing options for the City in light of the recently-introducted omnibus cannabis bills be prepared for Council consideration.

The attached ordinance extends and amends the termination date of the existing interim ordinance to August of 2023 to allow staff to complete its study of local control amendments until after the 2023 legislative session, so that any changes to existing state law regarding the sale of THC Products can be taken into account as part of any recommended revisions to local controls related to THC Products.

The ordinance amending the existing interim ordinance is a special ordinance which will not be codified in the City Code. The Council may, upon a 4/5th vote, dispense with the requirement for three readings of the interim ordinance and approve the same with one reading. The Council is likewise asked to approve a resolution authorizing summary publication of this ordinance.

FISCAL IMPACT
n/a

RECOMMENDATION
Staff recommends approval of the attached Ordinance Amending and Extending the existing Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to the Sale, Testing, Manufacturing, and Distribution of THC Products and related Summary Publication Resolution.

ATTACHMENTS
1. Ordinance Amending and Extending Existing Interim Ordinance
2. Resolution Authorizing Summary Publication of Ordinance No. 1443

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 1443

AN ORDINANCE AMENDING AND EXTENDING ORDINANCE NO. 1431, AN INTERIM ORDINANCE RELATED TO THE PROHIBITION ON THE ESTABLISHMENT OF NEW USES OR THE EXPANSION OF EXISTING USES RELATED TO SALES, TESTING, MANUFACTURING AND DISTRIBUTION OF THC PRODUCTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section 1. Preamble.

The City Council of the City of Inver Grove Heights (City) adopted Ordinance No. 1431 on August 8, 2022. Ordinance No. 1431 is an interim ordinance (Interim Ordinance) which prohibits the establishment of new uses or the expansion of existing uses related to the sale of legal edible cannabinoid products containing Tetrahydrocannabinol (THC Products) for a period of six months. The Council authorized staff to study the need for zoning and licensing ordinance amendments related to these newly legalized THC Products. The original Interim Ordinance is set to expire on February 8, 2023.

Earlier this month, bills were introduced in the state House of Representatives and Senate which would legalize adult recreational use of marijuana and would establish a statewide licensing program for retailers of marijuana as well as other THC Products. Based on the timing of the introduction of this legislation, an extension of the existing Interim Ordinance is necessary to ensure that the City has sufficient time to study potential regulations related to THC Products in light of likely legislative changes this session.

Section 2. Authority and Findings.

A. The Council reiterates the need for an interim ordinance related to the sale, testing, manufacturing, and distribution of THC Products based on the reasons stated in Ordinance No. 1431.

B. Minnesota Statutes, Section 462.355, subd. 4 provides that if a municipality is conducting studies or has authorized a study to be conducted for the purpose of considering adoption or amendment to an official control, the City Council may adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.

C. The City Council previously adopted Ordinance No. 1431 on August 8, 2022. That Interim Ordinance is set to expire in February of 2023. The City Council finds that additional time is necessary for the City to complete a study regarding the adoption of additional local controls related to the sale, testing, manufacturing, and distribution of THC Products in light of the pending legislation that would legalize adult recreational use of marijuana, and may result in state-issued licenses for the sale of THC Products as well as marijuana.

Section 3. Study. The City Council hereby authorizes and directs City staff to continue to conduct a study of the issues relating to the sales, testing, manufacturing, and distribution of THC Products. Staff will then make a recommendation to the City Council about whether the City should amend its zoning, business-licensing, or other general Code provisions related to these types of uses following completion of the 2023 legislative session and any changes to existing state statutes related to THC Products.

Section 4. Moratorium. In accordance with the findings set forth herein, the moratorium established by Ordinance No. 1431 is here by amended and extended as follows:

A. The six-month Interim Ordinance previously adopted on August 8, 2022 as part of Ordinance No. 1431 is hereby extended for an additional six (6) months; the original Interim Ordinance shall remain in effect for a period of twelve (12) months from its effective date of August 19, 2022.

B. Per Ordinance No. 1431 and this Ordinance amending and extending Ordinance No. 1431, no business, person or entity may establish a new use or expand an existing use that includes or involves the sale, testing, manufacturing, or distribution of THC Products, for a period of twelve (12) months from the effective date of Ordinance No. 1431, or until the Council repeals this Ordinance, whichever occurs first.

C. During the term of this amended and extended Interim Ordinance, the City staff will not issue any license or permit, nor will it accept or process any applications for uses related to the sale, testing, manufacturing, or distribution of THC Products.

D. The moratorium established by Ordinance No. 1431, as amended and extended, does not apply to the sale, testing, manufacturing, or distribution of products that were lawful prior to enactment of the new law relating to THC Products.

Section 5. Enforcement. In addition to any criminal penalties allowed by law, the City may enforce this amended Interim Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this amended Interim Ordinance is also subject to the City's general penalty in Section 1-4-1 of the Inver Grove Heights City Code.

Section 6. Severability. Every section, subsection, provision, or part of this amended Interim Ordinance is declared severable from every other section, subsection, provision, or part. If any section, subsection, provision, or part of this amended Interim Ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, subsection, provision, or part.

Section 7. Effective Date; Duration. This amended Interim Ordinance shall be effective upon its passage and publication until the earlier of the following events: (a) twelve (12) months from the effective date of Ordinance No. 1431; or (b) the date upon which the City Council adopts an ordinance repealing this Ordinance.

Section 8. Special Ordinance. Pursuant to Section 1-2-6 of the City Code, this Amended Interim Ordinance is deemed a special ordinance and shall not be included in the City Code.

Passed in regular session of the City Council of the City of Inver Grove Heights on the 23rd day of January, 2023.

CITY OF INVER GROVE HEIGHTS

By: ______________________________

Brenda Dietrich, Mayor

ATTEST:

____

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. ___________

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1443, AN ORDINANCE EXTENDING AN INTERIM ORDINANCE PROHIBITING THE ESTABLISHMENT OF NEW USES OR THE EXPANSION OF EXISTING USES RELATED TO THE SALES, TESTING, MANUFACTURING, AND DISTRIBUTION OF THC PRODUCTS

WHEREAS, on August 8, 2022, the City Council of the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1431, an Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to Sales, Testing, Manufacturing, and Distribution of THC Products; and

WHEREAS, on January 23, 2023, the City Council adopted Ordinance No. 1443, an Ordinance amending and extending Ordinance No. 1431; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1443 which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1443 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1443 the City Council desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, that the City Council of the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1443 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1443 in the City's official newspaper.

2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1443 is available for inspection during regular business hours at the office of the Inver Grove Heights City Clerk, by standard mail, or by electronic mail.

3. Directs the City Clerk to file the executed Ordinance No. 1443 upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 23rd day of January, 2023.

CITY OF INVER GROVE HEIGHTS

By:______________________________
Brenda Dietrich
Its: Mayor

Attested:

By:______________________________
Rebecca Kiernan
Its: City Clerk

(Published in the *Pioneer Press* on_____________________, 2023.)

EXHIBIT A

SUMMARY PUBLICATION
ORDINANCE NO. 1443

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1443, AN ORDINANCE AMENDING AND EXTENDING AN INTERIM ORDINANCE PROHIBITING THE ESTABLISHMENT OF NEW USES OR THE EXPANSION OF EXISTING USES RELATED TO SALES, TESTING, MANUFACTURING AND DISTRIBUTION OF THC PRODUCTS

On January 23, 2023, the City Council of the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1443, ("Ordinance") an Ordinance Amending and Extending an Existing Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to Sales, Testing, Manufacturing, and Distribution of THC Products.

The Ordinance amends existing Interim Ordinance NO. 1431 to provide that the Interim Ordinance is in effect until twelve (12) months from its effective date of August 19, 2022, unless rescinded earlier by Council action.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1443 and it is directed that only the above title and summary of Ordinance No. 1443 conforming to Minn. Stat. Sec. 331A.01 be published, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1443 is available for public inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, by standard mail, or by electronic mail, and at any other public location which the Council designates.

CITY OF INVER GROVE HEIGHTS

Agenda Item 6.C.

Request for Council Action

SUBJECT: Appointment of Resident Representative to NDC4 Cable Commission

MEETING DATE: January 23, 2023
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED
The Council is asked to appoint a resident representative to the NDC4 Cable Commission.

BACKGROUND
The Northern Dakota County Cable Communications Commission (NDC4) serves its member cities by administering and enforcing the cable franchise ordinance, managing institutional programming and overseeing local community programming on their behalf. NDC4 is a municipal joint powers cooperative formed in 1982 by the seven cities of Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St, Paul, Sunfish Lake and West St. Paul.

Commission meetings are generally held every-other month, in the even-number months, on first Wednesday beginning at 7 p.m.

The City of Inver Grove Heights has two representatives on the Commission - one elected official and one resident. At the Council's January 3 meeting, Councilmember T'Kach was appointed as the elected official representative and staff was directed to publicize the opportunity for a resident representative. Notice of the opportunity was posted to the City's website and social media accounts, with letters of interest due to the City Administrator by the close of business on Thursday, January 19. Those letters of interest received will be forwarded to the Council under separate cover once the deadline has passed.

Making an appointment at the January 23 Council meeting will allow the individual appointed to participate in NDC4's first meeting of the year, which is scheduled for February 1.

FISCAL IMPACT
NA

RECOMMENDATION
Staff recommends Council make an appointment to fill the IGH resident representative position on the NDC4 Cable Commission.

ATTACHMENTS
None

Agenda Item 6.D.

Request for Council Action

SUBJECT: Approval of Community Recognition Coin

MEETING DATE: January 23, 2023
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511
Amy Looze, Communications Manager, 651-450-2494

ACTION REQUESTED

The Council is asked to approve the ordering of City-branded recognition coins to be used as a means of recognizing extraordinary service, effort, and/or contributions to the community.

BACKGROUND

Councilmember Murphy has proposed that the City establish a unified way to recognize IGH residents who go above and beyond in their service to others, contributions to the community or representation of IGH. A recognition coin, similar to challenge coins and coins given to public safety officers, is proposed as an elegant and cost-effective means of honoring exceptional effort.

The recognition coin could be awarded for:

1. Acts of bravery, quick-thinking and/or selflessness in the aid of others.
2. Long-term service to the community through formal position or role, or through informal or “under-the-radar” contributions.
3. A remarkable accomplishment or representation of IGH on the local, state, national or international stage.
4. Leading by example or being a positive role model for young people within the community.

City coins would be accompanied by a proclamation from the Mayor and Council and awarded at a City Council meeting, generally once or twice per year.

Nominations would be accepted on an ongoing basis, from both City staff and individual elected officials, for consideration by the full City Council. A nominated individual would have the option to decline recognition and parental approval would be sought in cases where a minor is nominated.

The proposed coin is just under 2 inches in diameter. It would be made of a steel-based alloy and then nickel-plated. One side is proposed to contain an image of the Swing Bridge, the City name and date of establishment. The other side would include the City logo and the message “Service to others is the bridge that brings a city together today and builds a stronger tomorrow. Thank you for making a lasting difference in our community.” The City’s green and gold logo colors would be used, along with the nickel-plated surface. An image of the proposed coin is attached.

FISCAL IMPACT

The cost for a supply of 100 coins, with cases and display easels, is approximately $1,200 through Wendell's, a company based in Ramsey, MN. Funding for this is proposed to come from the Mayor & Council Budget within the General Fund.

RECOMMENDATION

ATTACHMENTS

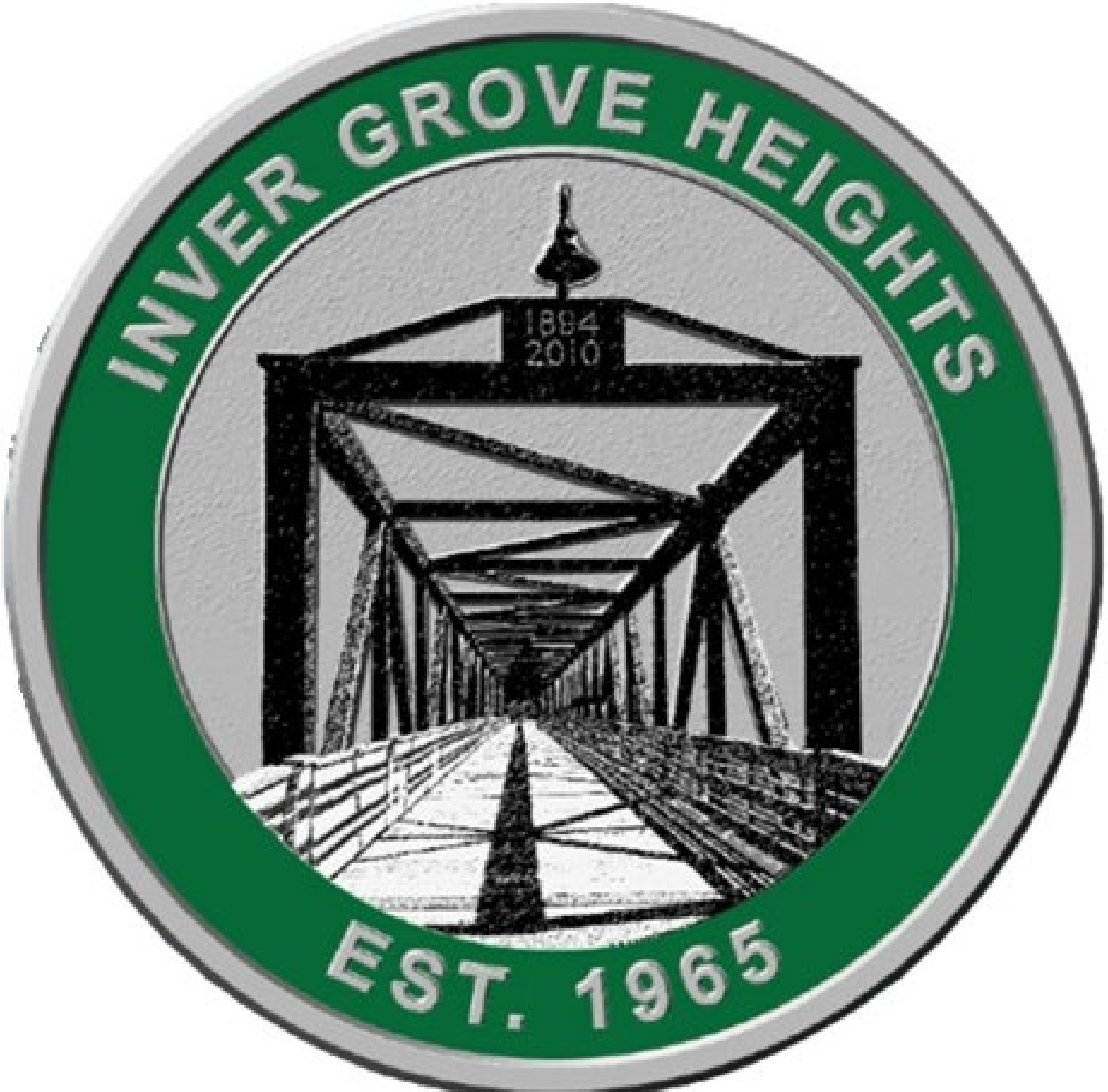
1. Proposed Recognition Coin

Coin Design – Front

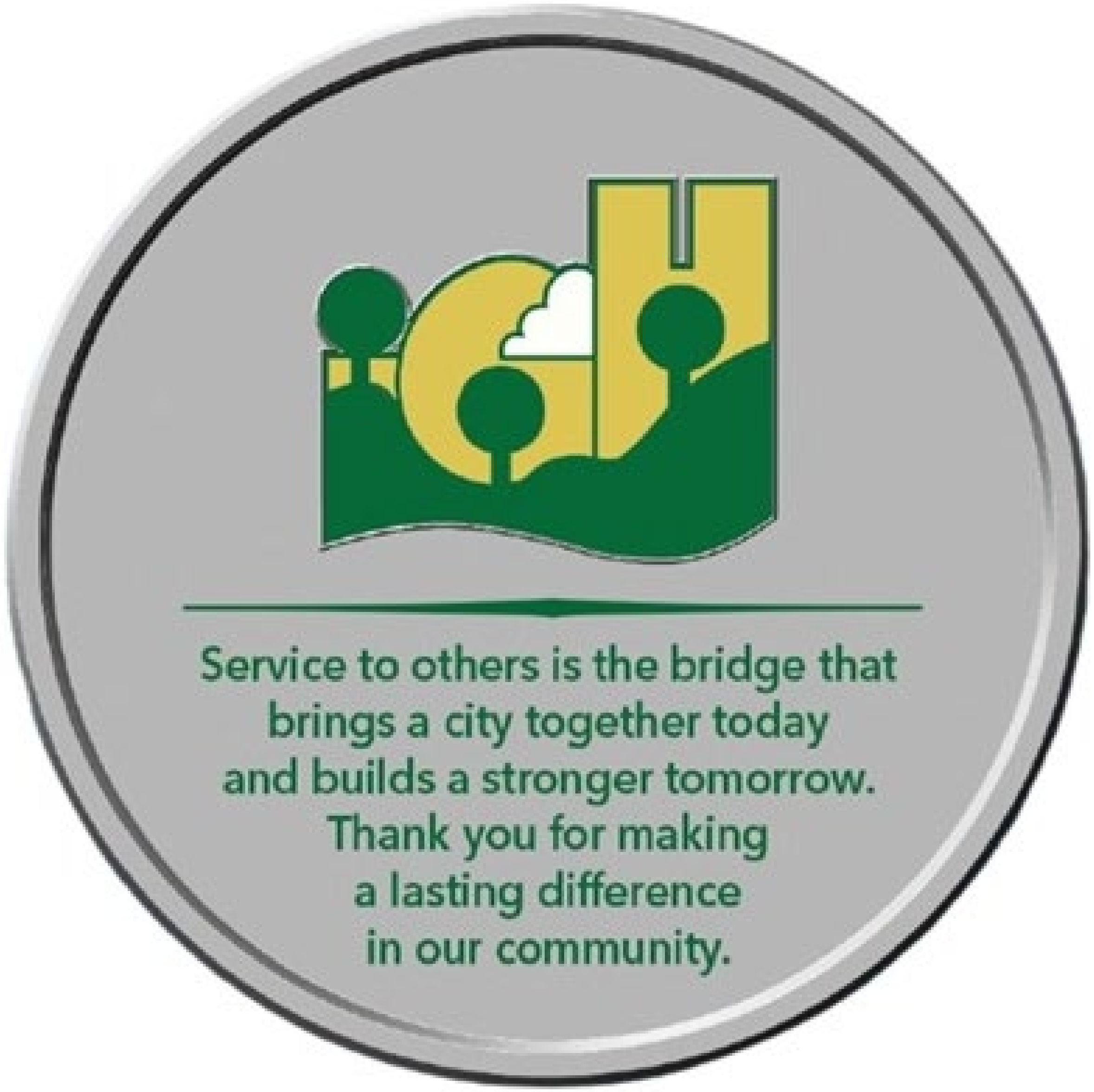
SIZE: 1 and 15/16 inches (almost 2 inches in diameter)

GAUGE: 10 (maximum thickness)

METAL: Nickel



Coin Design – Back



Agenda Item 6.E.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Discussion of Planning Commission Vacancy

MEETING DATE: January 23, 2023
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED
The Council is asked to discuss and provide direction to staff regarding a vacancy on the Planning Commission.

BACKGROUND
The election of Councilmember Scales to the City Council has resulted in a vacancy on the City's nine-member Planning Commission. The Council is asked to discuss and provide direction to staff regarding how it wishes to address this vacancy. If the Council wishes to fill the vacancy quickly, applications received during the last cycle of appointments to the Planning Commission could be re-evaluated. Advertising for a fresh set of applicants is also an option, as is leaving the seat vacant until the regular cycle of applications, interviews and appointments comes around in May.

FISCAL IMPACT
NA

RECOMMENDATION

ATTACHMENTS
None