



Inver Grove Heights City Council
Monday, February 12, 2024 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE OF REMOTE ATTENDANCE: Councilmember Mary T'Kach is expected to attend this meeting remotely from 205 N. Federal Highway, Dania Beach, Florida, 33004.

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, February 12, 2024, will be provided to the Council at or before the February 12, 2024 meeting.

1. Call to Order

2. Roll Call

3. Presentations

- A. Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

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. Approval of the Minutes of the January 22, 2024 City Council Meeting
- B. Approval of Disbursements
- C. Personnel Actions
- D. Award of Contract for Reconditioning of Well No. 5 (City Project No. 2024-04)
- E. Approval of Contract to Subscribe to CityView Business Licensing Software
- F. Resolution Approving the 2024 Environmental Advisory Commission Work Plan
- G. Resolution Executing a Memorandum of Understanding Extension with Xcel Energy Partners In Energy for 2024 Energy Action Plan Implementation
- H. Resolution Approving Charitable Gambling Premise Permit Application and Lease for Gambling Activity
- I. Approval of Charitable Gambling Raffle by Church of St. Patrick
- J. Resolution Accepting Donations for Fire & Police Departments
- K. Approval of Funding for IRS Arbitrage Payment Due on 2018A & 2019A Bonds
- L. Approval of Hotel Licenses
- M. Adoption of Non-Discrimination Policy & Language Access Plan

N. Appointment of Additional Election Judges

5. **Public Hearing**

A. 2024 Tobacco License Renewals

6. **Regular Business**

A. Rental Housing Licenses

B. First Reading of Ordinance Amending City Code Related to Residential Accessory Structures

C. Approval to Enter into Minnesota Investment Fund (MIF) Grant Agreement

D. CLOSED SESSION Pursuant to Minnesota Statute 13D.05, Sub. 3B (Attorney-Client Privilege)

E. CLOSED SESSION Pursuant to Minn. Stat. Sec. 13D.05, subd. (3)(c)(3) (Consider Offer to Purchase Land)

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.



Request for Council Action

SUBJECT: **Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting**

MEETING DATE: February 12, 2024
ITEM TYPE: Presentations
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to receive a short presentation of the Certificate of Achievement for Excellence in Financial Reporting, which has been awarded to the City by the Government Finance Officers Association.

BACKGROUND

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Inver Grove Heights by the Government Finance Officers Association of the United States and Canada (GFOA) for its 2022 comprehensive annual financial report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The GFOA, founded in 1906, represents public finance officials throughout the United States and Canada. The association's more than 20,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of government operations within their jurisdictions. The GFOA's mission is to advance excellence in public finance.

The City has earned this award from the GFOA annually since 1986, which warrants a special thanks to the entire Finance Department team for their efforts.

FISCAL IMPACT

None

RECOMMENDATION

ATTACHMENTS

None

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 22, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, January 22, 2024. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, T'Kach, and Scales; City Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, City Engineer Merchlewicz, and City Planner Hunting.

Absent: Councilmember Gliva

3. PRESENTATIONS: none

4. CONSENT AGENDA:

- A.** Minutes of the November 27, 2023 City Council Meeting
- B.** Minutes of the December 4, 2023 City Council Special Meeting
- C.** Minutes of the December 11, 2023 City Council Meeting
- D.** Minutes of the January 8, 2024 City Council Meeting
- E.** Approval of Disbursements **Resolution 2024-006**
- F.** Personnel Actions
- G.** Approval of Summary of Conclusions Regarding Performance Evaluation of City Administrator
- H.** Resolution Amending Position Classification Plan **Resolution 2024-007**
- I.** Approval of New Massage Therapist License
- J.** Resolution Approving Lawful Charitable Gambling Premises Permit at Pizza Pub of IGH, LLC
Resolution 2024-008
- K.** Resolution Appointing Deputy City Clerks to Administer Absentee Voting for the 2024 Election Cycle **Resolution 2024-009**
- L.** Resolution Appointing Election Judges for the 2024 Presidential Nomination Primary
Resolution 2024-010
- M.** Resolution Approving Final Plans & Specifications and Authorizing Advertisement for Bids for 2024 Pavement Management Projects **Resolution 2024-011**
- N.** Resolution Ordering Feasibility Study for Bacardi Avenue Street Improvements **Resolution 2024-012**
- O.** Acceptance of Donations to the Police Department
- P.** Resolution Accepting a Minnesota Department of Public Safety DWI Officer Grant **Resolution 2024-013**
- Q.** Resolution Authorizing Application for Office of Justice Programs 2024 Firearms Storage Grant
Resolution 2024-014
- R.** Resolution Approving Joint Powers Agreement for the Minnesota Internet Crimes Against Children Task Force **Resolution 2024-015**

- S.** Approval of Agreement with Salvation Army for Mobile Canteen Vehicle Storage
- T.** Resolution Approving 2024 CDBG Application to Dakota County Community Development Agency **Resolution 2024-016**

Motion to approve the Consent Agenda as presented by Murphy, second by Scales.

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public Hearing for Additional 2024 Tobacco Sales License Renewal Applications

Clerk Kiernan presented that there was one tobacco license brought forward for approval: Walgreens ##04882, 5825 Cahill Rd

Major Dietrich opened the Public Hearing. No public hearing comments were received.

Motion to close public hearing by T’Kach, second by Scales.

Ayes: 4

Nays: 0 Motion carried.

Motion to approve additional Tobacco Retail Sales for 2024 by Scales, second by Murphy.

Ayes: 4

Nays: 0 Motion carried.

6. REGULAR BUSINESS:

A. Third Reading of Ordinance 1470 to amend Inver Grove Heights City Code, Title 10, Chapter 2, Section 2 adding a definition of shipping container and Addition of Title 10, Chapter 15, Section 37, shipping containers as an accessory use and summary publication

City Planner, Allan Hunting, presented this item that included the background that Council approved the first reading of the ordinance on November 27, 2023. At that meeting, no changes were suggested.

Council reviewed the second reading of the ordinance and instructed staff to focus the amendment to the B-3 district only at this time. The ordinance amendment would then allow for these type of structures without the need for exterior siding variances as was approved for Jerseys Bar.

The third reading version of the ordinance allows shipping containers in the B-3 district with the same performance standards that have been approved with the first and second reading of the ordinance.

Shipping containers are allowed as an accessory use in the B-3, zoning district subject to the following performance standards:

1. A limit of one shipping container shall be allowed per lot.
2. The maximum dimensions of the shipping container shall not exceed twenty feet (20') in length by eight feet (8') in width by eight feet (8') in height.
3. Property owners may be required to obtain a building permit from the city prior to placing or moving the shipping container onto the property. The Building Official shall determine what permits may be needed based on the use of the container.
4. The shipping container shall be placed on a hard surface such as concrete, asphalt or a gravel pad.
5. A shipping container located within the floodplain shall comply with all floodplain requirements.
6. The placement of the shipping container shall comply with all applicable building setbacks for the zoning district in which it is located and all other applicable zoning ordinance requirements, except as modified herein.
7. A shipping container shall not be used as a dwelling unit.
8. A shipping container shall not be used primarily for storage purposes.
9. Notwithstanding to provisions 10-15-17, shipping containers are allowed to retain their vertical ribbed metal siding but must be painted a color that is compatible with the primary structure on the lot or aesthetically appropriate to the intended use and in compliance with signage regulations.
10. The shipping container shall be structurally sound, operated in a safe manner and maintained in good repair.

The action requested is to approve the Third Reading of an Ordinance 1470 to allow Shipping Containers as an accessory use in the B-3, zoning district with the performance standards listed in the ordinance.

Mayor Dietrich asked who would be responsible for making sure color matches the existing building. Planner Hunting said the planning department would make sure they are nice looking.

Motion to Approve Third Reading of Ordinance 1470 Amending IGH City Code, Title 10, Chapter 2, Section 2 adding a definition of shipping container and adding Title 10, Chapter 15, Section 37, Shipping Containers as an accessory use and approve Resolution 2024-017 Summary Publication by Scales, second by T'Kach.

Ayes: 4

Nays: 0 Motion carried.

7. PUBLIC COMMENT - none

8. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich mentioned that she, Kris Wilson, Brian Connolly, and Adam Lares met with Legislatures today to discuss our upcoming priorities for the start of session on February 12, 2024.

Mayor Dietrich also wanted to remind residents that the Community Survey is still available for comments through January 31, 2024.

Councilmember T’Kach wanted to mention that she has been attending meetings of Minnesota Cities Climate Coalition, and there are items that the city could benefit from.

9. ADJOURN:

Motion to adjourn the meeting at 6:08 p.m. by T’Kach, second by Scales.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by City Clerk Rebecca Kiernan.

Request for Council Action

SUBJECT: **Approval of Disbursements**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of January 17 – February 6, 2024 and ACH disbursements for December 2023.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of January 17 – February 6, 2024 plus the ACH disbursements for December 2023. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$1,130,633.98
Special Revenue	185,442.15
Debt Service	2,418,470.01
Capital Projects	512,428.10
Enterprise	1,435,548.18
Internal Service	251,669.92
Escrows	12,488.80
Total - All Funds	\$5,946,681.14

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 (1.17.2024-2.6.2024)
3. ACH Disbursements Listing (12.31.2023)

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

RESOLUTION NO. ____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF January 17, 2024 -
February 6, 2024 & ACH disbursements for December 2023**

WHEREAS, a detailed listing of disbursements for the period of January 17, 2024 - February 6, 2024 & ACH disbursements for December 2023, was presented to the council for approval.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
Payment of the disbursements for the following fund types are approved:

Fund Type	Amount
General Fund	\$1,130,633.98
Special Revenue	185,442.15
Debt Service	2,418,470.01
Capital Projects	512,428.10
Enterprise	1,435,548.18
Internal Service	251,669.92
Escrows	12,488.80
Total - All Funds	\$5,946,681.14

Approved by the City of Inver Grove Heights, Minnesota this 12th day of February 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Expense Approval Report

By Fund

Payment Dates 1/17/2024 - 2/6/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
IACP	0321989	12/20/2023	IACP Annual Dues Haugland	101.42.4000.421.50070	190.00
RACHEL ANDERSON KANGAS	0032	12/31/2023	Fall LAX Fundamentals	101.44.6100.454.30700	440.00
WALGREENS	01/04/2024Cahill	12/31/2023	Overpayment of tobacco fees	101.222.2222000	50.00
MADDEN GALANTER HANSEN,...	010/04/2024	12/31/2023	Labor relations thru 12/1/23-...	101.41.1120.413.30420	210.05
TYLER TECHNOLOGIES, INC	025-451411	12/31/2023	COA Progress Billing 12.18.20...	101.41.2000.415.30700	36.25
LAW ENFORCEMENT TARGETS ..	0588620-IN	12/31/2023	Training supplies	101.42.4000.421.60018	875.26
HOLIDAY COMPANIES	080901112300	12/31/2023	Vehicle washes	101.42.4000.421.40041	100.00
VOLUNTEER FIREFIGHTERS BE...	09/26/2023 Oeffling	12/31/2023	VFBA of MN dues Oeffling	101.42.4200.423.50070	14.00
VOLUNTEER FIREFIGHTERS BE...	10/03/23 Kasel	12/31/2023	VFBA of MN dues Kasel	101.42.4200.423.50070	14.00
VOLUNTEER FIREFIGHTERS BE...	10/26/23 Burger	12/31/2023	VFBA of MN dues Burger	101.42.4200.423.50070	14.00
LANGUAGE LINE SERVICES	11188951	12/31/2023	Monthly language line services..	101.42.4000.421.30700	426.61
VOLUNTEER FIREFIGHTERS BE...	12/23/23 Foss	12/31/2023	VFBA of MN dues Foss	101.42.4200.423.50070	14.00
VOLUNTEER FIREFIGHTERS BE...	12/23/23 Quintero	12/31/2023	VFBA of MN DUES Morelos Qu...	101.42.4200.423.50070	14.00
SOUTH ST PAUL ANIMAL HOSP...	12/31/2023	12/31/2023	Animal Services	101.42.4000.421.70501	3,081.91
MN FIRE SERVICE CERT BOARD	12108	12/31/2023	Instructor I cert test for multip...	101.42.4200.423.50080	882.00
VOLUNTEER FIREFIGHTERS BE...	12-27-23 Ramirez	12/31/2023	VFBA of MN membership Ram...	101.42.4200.423.50070	14.00
FIRST IMPRESSION GROUP	151288	12/31/2023	Business cards - Comms specia...	101.41.1300.413.60010	45.00
WEST ST. PAUL, CITY OF	2023-00000230	12/31/2023	Bus & entrance fee for winter ...	101.44.6100.452.50090	474.69
GET MESSY LLC	21005812	12/31/2023	Craft services for 2023 Santa B...	101.44.6100.453.30700	250.00
RENEE DUBS ELLENA	23-5205	12/31/2023	Insights Layout Fall 2023	101.41.1300.413.30700	1,935.00
DAJ ENTERPRISES LLC (ECO W...	248	12/31/2023	Embroidery work	101.44.6000.451.60045	105.94
WENDELL'S INC	2889752	12/31/2023	Boxes for coin awards	101.41.1000.413.30700	75.77
CAMPBELL KNUTSON, P.A.	45291	12/31/2023	Legal Services Fees Dec 2023	101.42.4000.421.30410	16,673.72
METROPOLITAN COUNCIL	45294	12/31/2023	Monthly Sac fee 12.2023	101.41.0000.3414000	-248.50
DAKOTA CTY FINANCIAL SVCS	5501636	12/31/2023	Elections Equipment Mainten...	101.41.1200.414.60040	10,680.76
HOLMES DESIGN, INC.	5519	12/31/2023	Graphic Design work 12.2023	101.44.6100.459.30700	1,080.00
HOLMES DESIGN, INC.	5520	12/31/2023	Marketing and Design projects...	101.41.1300.413.30700	673.75
BILL RASCHER MECHANICAL I...	9598	12/31/2023	Rich Valley HVAC repair	101.44.6000.451.40040	1,043.45
EMERGENCY AUTOMOTIVE TE...	BA12212332	12/31/2023	Truck lights and parts	101.42.4200.423.40041	268.54
BRITTANY MISKOWIEC	IGHPD-01082024	12/31/2023	Wellness Check Ins	101.42.4000.421.70501	2,200.00
SAINT PAUL, CITY OF	IN56941	12/31/2023	asphalt for patching..	101.43.5200.443.60016	424.30
CliftonLarsonAllen, LLP	L241028780	12/31/2023	UB Manual-Progress Billing	101.41.2000.415.30700	4,582.20
ABDO, LLP	482231	01/01/2024	Audit Progress Billing	101.41.2000.415.30100	14,000.00
ICMA RETIREMENT TRUST - 4...	INV0181739	01/12/2024	457 -AGE <49	101.203.2031400	6,393.38
ICMA RETIREMENT TRUST - 4...	INV0181740	01/12/2024	457 -AGE <49 %	101.203.2031400	8,761.55
ICMA RETIREMENT TRUST - 4...	INV0181741	01/12/2024	457 -AGE 50+	101.203.2031400	2,385.29
ICMA RETIREMENT TRUST - 4...	INV0181742	01/12/2024	457 PLAN -AGE 50+ %	101.203.2031400	1,031.10
ICMA RETIREMENT TRUST - 4...	INV0181743	01/12/2024	457 - ROTH AGE <50	101.203.2031400	524.23
ICMA RETIREMENT TRUST - 4...	INV0181744	01/12/2024	457 - ROTH AGE <50 %	101.203.2031400	1,063.45
ICMA RETIREMENT TRUST - 4...	INV0181745	01/12/2024	457 - ROTH AGE 50+	101.203.2031400	245.00
AFSCME COUNCIL 5	INV0181746	01/12/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	973.17
AFSCME COUNCIL 5	INV0181747	01/12/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	44.24
LELS	INV0181756	01/12/2024	UNION DUES (LELS LIEUTENA...	101.203.2031000	282.00
MEDSURETY ACH ONLY	INV0181757	01/12/2024	HSA ELECTION-FAMILY	101.203.2032500	4,501.80
MEDSURETY ACH ONLY	INV0181758	01/12/2024	HSA ELECTION-SINGLE	101.203.2032500	7,944.90
IUOE	INV0181760	01/12/2024	UNION DUES IUOE	101.203.2031000	1,756.00
LELS LOCAL #84	INV0181761	01/12/2024	UNION DUES (LELS)	101.203.2031000	2,623.50
PERA	INV0181766	01/12/2024	PERA COORDINATED PLAN	101.203.2030600	51,290.54
PERA	INV0181767	01/12/2024	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	3,945.46
PERA	INV0181768	01/12/2024	PERA DEFINED PLAN	101.203.2030600	15.77
PERA	INV0181769	01/12/2024	EMPLOYER SHARE (PERA DEFI...	101.203.2030600	15.77
PERA	INV0181770	01/12/2024	PERA POLICE & FIRE PLAN	101.203.2030600	34,724.33
PERA	INV0181771	01/12/2024	EMPLOYER SHARE (POLICE & F...	101.203.2030600	52,086.50

Expense Approval Report

Payment Dates: 1/17/2024 - 2/6/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 4...	INV0181772	01/12/2024	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,188.76
ICMA RETIREMENT TRUST - 4...	INV0181773	01/12/2024	ROTH-AGE <49 %	101.203.2032400	56.98
ICMA RETIREMENT TRUST - 4...	INV0181774	01/12/2024	ROTH IRA (AGE 50 & OVER)	101.203.2032400	438.46
LELS	INV0181775	01/12/2024	UNION DUES (LELS SGT)	101.203.2031000	493.50
EFTPS	INV0181776	01/12/2024	FEDERAL WITHHOLDING	101.203.2030200	76,667.62
MN DEPT OF REVENUE (PAYR...	INV0181777	01/12/2024	STATE WITHHOLDING	101.203.2030300	32,027.47
EFTPS	INV0181778	01/12/2024	MEDICARE WITHHOLDING	101.203.2030500	20,567.86
EFTPS	INV0181779	01/12/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	50,931.84
EFTPS	INV0181780	01/12/2024	FEDERAL WITHHOLDING	101.203.2030200	55.42
MN DEPT OF REVENUE (PAYR...	INV0181781	01/12/2024	STATE WITHHOLDING	101.203.2030300	30.10
EFTPS	INV0181782	01/12/2024	MEDICARE WITHHOLDING	101.203.2030500	16.32
EFTPS	INV0181783	01/12/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	69.74
WALGREENS	01/04/2024a	01/18/2024	Overpayment of Robert Trail ...	101.222.2222000	50.00
C2 LLC	01-07109	01/18/2024	Annual Fees-Tracker Portfolio...	101.41.2000.415.50072	5,820.00
IACP	0325777	01/18/2024	Annual Membership - Otis	101.42.4000.421.50070	190.00
IACP	0328427	01/18/2024	2024 Annual Membership - Ch...	101.42.4000.421.50070	190.00
STORM TRAINING GROUP LLC	0D2294DB-0002	01/18/2024	2024 Training - Atzmiller/Jako...	101.42.4000.421.50080	2,198.00
MADISON NATIONAL LIFE INS...	1597968	01/18/2024	Monthly Premium 1.2024	101.203.2031700	3,114.98
STORM TRAINING GROUP LLC	4A0845ED-0001	01/18/2024	2024 Training- Pung/Bohrer	101.42.4000.421.50080	1,798.00
MN NCPERS LIFE INSURANCE	542000012024	01/18/2024	Monthly Premium 1.2024	101.203.2031600	208.00
NORTHERN SAFETY TECHNOL...	56976	01/18/2024	Armrest Console	101.42.4000.421.60065	145.60
IDENTISYS	649544	01/18/2024	2024 Identisys Contract	101.42.4000.421.70501	200.00
BILL HICKS & CO., LTD	8055044-00	01/18/2024	Ammo	101.42.4000.421.60018	20,887.70
STATE INDUSTRIAL PRODUCTS...	903190760	01/18/2024	Graffiti removal supplies	101.44.6000.451.60066	758.19
STREICHER'S	I1674412	01/18/2024	Misc Equipment	101.42.4000.421.60040	567.97
STREICHER'S	I1674959	01/18/2024	Holster for Officer Schrandt	101.42.4000.421.60045	207.98
INNOVATIVE OFFICE SOLUTIO...	IN4421449	01/18/2024	Notebooks for Inspections	101.45.3300.419.60010	64.58
INNOVATIVE OFFICE SOLUTIO...	IN4425075	01/18/2024	Office Supplies	101.44.6100.459.60010	14.19
INNOVATIVE OFFICE SOLUTIO...	IN4430211	01/18/2024	Office Supplies	101.42.4000.421.60010	139.75
COVERTTRACK GROUP INC	INVCT004959	01/18/2024	Tracking Service Stealth Came...	101.42.4000.421.50070	572.60
International Association for P...	M24-C668340	01/18/2024	2024 Membership Dues - Lt. D...	101.42.4000.421.50070	65.00
SAND CREEK GROUP LTD	SDC-IN-100018	01/18/2024	Employee Assistance Program	101.41.1120.413.30700	4,600.00
DAKOTA CTY PROP TAXATION...	TNT2024-20	01/18/2024	Truth in Taxation Notices Costs	101.41.2000.415.30700	2,441.21
PERA	INV0181945	01/19/2024	PERA COORDINATED PLAN	101.203.2030600	1,256.56
PERA	INV0181946	01/19/2024	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	96.66
PERA	INV0181947	01/19/2024	PERA POLICE & FIRE PLAN	101.203.2030600	79.07
PERA	INV0181948	01/19/2024	EMPLOYER SHARE (POLICE & F...	101.203.2030600	118.60
EFTPS	INV0181949	01/19/2024	FEDERAL WITHHOLDING	101.203.2030200	477.10
MN DEPT OF REVENUE (PAYR...	INV0181950	01/19/2024	STATE WITHHOLDING	101.203.2030300	200.72
EFTPS	INV0181951	01/19/2024	MEDICARE WITHHOLDING	101.203.2030500	299.76
EFTPS	INV0181952	01/19/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	1,198.54
PERA	INV0181953	01/19/2024	PERA COORDINATED PLAN	101.203.2030600	309.10
PERA	INV0181954	01/19/2024	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	23.78
EFTPS	INV0181955	01/19/2024	FEDERAL WITHHOLDING	101.203.2030200	5.00
MN DEPT OF REVENUE (PAYR...	INV0181956	01/19/2024	STATE WITHHOLDING	101.203.2030300	50.56
EFTPS	INV0181957	01/19/2024	MEDICARE WITHHOLDING	101.203.2030500	68.96
EFTPS	INV0181958	01/19/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	294.82
EFTPS	INV0181959	01/19/2024	FEDERAL WITHHOLDING	101.203.2030200	555.59
MN DEPT OF REVENUE (PAYR...	INV0181960	01/19/2024	STATE WITHHOLDING	101.203.2030300	563.08
EFTPS	INV0181961	01/19/2024	MEDICARE WITHHOLDING	101.203.2030500	837.82
EFTPS	INV0181962	01/19/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	1,364.00
BJORKLUND COMPENSATION ...	00004593	01/25/2024	Community Ctr Mgr job eval	101.41.1120.413.30700	150.00
TKDA	002023006972	01/25/2024	65th St. Area Plan Services	101.45.3200.419.30700	2,635.71
TYLER TECHNOLOGIES, INC	025-451952	01/25/2024	COA Progress Billing 1.4.2024	101.41.2000.415.30700	72.50
IACP	0317675	01/25/2024	Wiederhoeft 2024 Membersh...	101.42.4000.421.50070	190.00
UNIFIRST CORPORATION	1410035716	01/25/2024	Uniforms-Streets	101.43.5200.443.60045	37.90
UNIFIRST CORPORATION	1410035716	01/25/2024	Uniforms-Parks	101.44.6000.451.60045	23.09
UNIFIRST CORPORATION	1410037031	01/25/2024	Streets Uniforms	101.43.5200.443.60045	28.84
UNIFIRST CORPORATION	1410037031	01/25/2024	Parks Uniforms	101.44.6000.451.60045	19.45
HESSE, INC.	1596	01/25/2024	deicer	101.43.5200.443.60016	2,820.00

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KIRI ANN FAUL	1823	01/25/2024	Bohland Psychological Evaluat...	101.42.4000.421.70501	665.00
MN GLOVE & SAFETY, INC.	345558	01/25/2024	Gloves	101.43.5200.443.60045	18.95
MESSERLI & KRAMER, P.A.	454781	01/25/2024	2024 Q1 retainer for Legislativ...	101.41.1000.413.30700	11,125.00
COMCAST	8772105910359526X01152024	01/25/2024	monthly cable for fire station 1...	101.42.4200.423.30700	10.92
SPEED PRINT INC	89649	01/25/2024	printing EMS forms	101.42.4200.423.50030	265.00
DAKOTA 911	IG2024-01	01/25/2024	DCC Invoice 1.2024	101.42.4000.421.70502	66,849.30
DAKOTA 911	IG2024-01	01/25/2024	DCC Invoice 1.2024	101.42.4200.423.70502	7,427.70
INNOVATIVE OFFICE SOLUTIO...	IN4433105	01/25/2024	pens requested by Tyson	101.45.3000.419.60010	5.25
INNOVATIVE OFFICE SOLUTIO...	IN4434630	01/25/2024	Grey Paper for name plates	101.41.1100.413.60010	9.88
INNOVATIVE OFFICE SOLUTIO...	IN4437694	01/25/2024	Office Supplies	101.42.4000.421.60010	24.29
INNOVATIVE OFFICE SOLUTIO...	IN4437843	01/25/2024	office chair	101.44.6000.451.60040	206.94
INNOVATIVE OFFICE SOLUTIO...	IN4438949	01/25/2024	Notepads & Highlighters	101.45.3200.419.60010	9.46
AXON ENTERPRISES, INC.	INUS220354	01/25/2024	Body Cam Hardware	101.42.4000.421.60065	227.99
AXON ENTERPRISES, INC.	INUS220507	01/25/2024	License Renewal	101.42.4000.421.70501	3,378.96
AXON ENTERPRISES, INC.	INUS220520	01/25/2024	Axon Equipment Renewal	101.42.4000.421.70501	26,453.32
EFTPS	INV0182240	01/25/2024	FEDERAL WITHHOLDING	101.203.2030200	43.31
MN DEPT OF REVENUE (PAYR...	INV0182241	01/25/2024	STATE WITHHOLDING	101.203.2030300	34.16
EFTPS	INV0182242	01/25/2024	MEDICARE WITHHOLDING	101.203.2030500	33.20
EFTPS	INV0182243	01/25/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	141.96
SAFE-FAST, INC.	INV285811	01/25/2024	Class 3 High Visibility Winter C...	101.43.5200.443.60045	202.60
MACQUEEN EMERGENCY GR...	P24332	01/25/2024	gas cylinder for testing gas me...	101.42.4200.423.60065	579.90
ICMA RETIREMENT TRUST - 4...	INV0181963	01/26/2024	457 -AGE <49	101.203.2031400	5,905.38
ICMA RETIREMENT TRUST - 4...	INV0181964	01/26/2024	457 -AGE <49 %	101.203.2031400	8,827.81
ICMA RETIREMENT TRUST - 4...	INV0181965	01/26/2024	457 -AGE 50+	101.203.2031400	2,385.29
ICMA RETIREMENT TRUST - 4...	INV0181966	01/26/2024	457 PLAN -AGE 50+ %	101.203.2031400	1,046.32
ICMA RETIREMENT TRUST - 4...	INV0181967	01/26/2024	457 - ROTH AGE <50	101.203.2031400	505.00
ICMA RETIREMENT TRUST - 4...	INV0181968	01/26/2024	457 - ROTH AGE <50 %	101.203.2031400	1,073.30
ICMA RETIREMENT TRUST - 4...	INV0181969	01/26/2024	457 - ROTH AGE 50+	101.203.2031400	245.00
AFSCME COUNCIL 5	INV0181970	01/26/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	973.17
AFSCME COUNCIL 5	INV0181971	01/26/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	44.24
MINNESOTA DEPARTMENT OF...	INV0181972	01/26/2024	CASE #001570640001	101.203.2032100	342.87
TEXAS STATE DISBURSEMENT...	INV0181973	01/26/2024	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF...	INV0181974	01/26/2024	CASE #001490481201	101.203.2032100	357.72
MINNESOTA DEPARTMENT OF...	INV0181975	01/26/2024	CASE #000115468905	101.203.2032100	65.06
MINNESOTA DEPARTMENT OF...	INV0181976	01/26/2024	CASE #001563363401	101.203.2032100	426.85
MINNESOTA DEPARTMENT OF...	INV0181977	01/26/2024	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF...	INV0181978	01/26/2024	CASE #001521862201	101.203.2032100	200.73
WI SCTF (WI SUPPORT COLLEC...	INV0181979	01/26/2024	PARTICIPANT ID#0004986316	101.203.2032100	433.06
IGH FIRE RELIEF ASSN	INV0181980	01/26/2024	MEMBERSHIP DUES - FIRE REL...	101.203.2031000	396.00
IGH FIRE RELIEF ASSN	INV0181981	01/26/2024	MEMBERSHIP DUES - FIRE REL...	101.203.2031000	135.00
MEDSURETY ACH ONLY	INV0181982	01/26/2024	HSA ELECTION-FAMILY	101.203.2032500	4,551.80
MEDSURETY ACH ONLY	INV0181983	01/26/2024	HSA ELECTION-SINGLE	101.203.2032500	6,841.50
IGH PROFESSIONAL FIREFIGHT...	INV0181984	01/26/2024	UNION DUES (IAFF)	101.203.2031000	504.01
MN DEPT OF REVENUE (PAYR...	INV0181985	01/26/2024	LEVY - LETTER ID:L1655061408	101.203.2031900	443.67
MN STATE RETIREMENT SYST...	INV0181986	01/26/2024	MINNESOTA DEFERRED COM...	101.203.2031400	835.00
MN STATE RETIREMENT SYST...	INV0181987	01/26/2024	MINNESOTA DEFERRED COM...	101.203.2031400	1,299.61
MN STATE RETIREMENT SYST...	INV0181988	01/26/2024	457 ROTH IRA (AGE 49 & UND...	101.203.2031400	590.00
PERA	INV0181989	01/26/2024	PERA COORDINATED PLAN	101.203.2030600	53,016.38
PERA	INV0181990	01/26/2024	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	4,078.06
PERA	INV0181991	01/26/2024	PERA DEFINED PLAN	101.203.2030600	15.77
PERA	INV0181992	01/26/2024	EMPLOYER SHARE (PERA DEFI...	101.203.2030600	15.77
PERA	INV0181993	01/26/2024	PERA POLICE & FIRE PLAN	101.203.2030600	33,109.83
PERA	INV0181994	01/26/2024	EMPLOYER SHARE (POLICE & F...	101.203.2030600	49,664.70
ICMA RETIREMENT TRUST - 4...	INV0181995	01/26/2024	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,208.76
ICMA RETIREMENT TRUST - 4...	INV0181996	01/26/2024	ROTH-AGE <49 %	101.203.2032400	108.50
ICMA RETIREMENT TRUST - 4...	INV0181997	01/26/2024	ROTH IRA (AGE 50 & OVER)	101.203.2032400	438.46
EFTPS	INV0181998	01/26/2024	FEDERAL WITHHOLDING	101.203.2030200	75,605.67
MN DEPT OF REVENUE (PAYR...	INV0181999	01/26/2024	STATE WITHHOLDING	101.203.2030300	31,794.95
EFTPS	INV0182000	01/26/2024	MEDICARE WITHHOLDING	101.203.2030500	21,122.26
EFTPS	INV0182001	01/26/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	55,266.72

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MIRJANA'S TAILOR SHOPPE	1/24/2024	02/01/2024	sewing EMT patches on unifo...	101.42.4200.423.30700	10.00
MITCHELL KENNETH HOLMES	11824	02/01/2024	compressor services at Station...	101.42.4200.423.30700	2,719.74
PERFORMANCE PLUS LLC	123909	02/01/2024	yearly physical Schmidt E	101.42.4200.423.30700	94.50
MINNESOTA CHIEFS OF POLICE...	15055	02/01/2024	2024 Membership Dues	101.42.4000.421.50070	477.00
FIRST IMPRESSION GROUP	152646	02/01/2024	2024 Dog Park Passes	101.44.6100.456.60009	135.00
FIRST IMPRESSION GROUP	152647	02/01/2024	Elementary School Flyer- Wint...	101.44.6100.459.50030	224.00
COLLINS ELECTRICAL CONST.	234937.01	02/01/2024	Traffic Signal Repair	101.43.5200.443.40046	749.61
HASTINGS FIRE & SAFETY	2580	02/01/2024	6 year teardown and recharge...	101.42.4200.423.40042	207.85
CARGILL, INC.	2909077497	02/01/2024	Treated Road Salt	101.43.5200.443.60016	24,663.03
ASPEN MILLS	327192	02/01/2024	Bohland initial uniform purcha...	101.42.4000.421.60045	1,632.23
BUREAU OF CRIMINAL APPRE...	33162	02/01/2024	Search warrants training	101.42.4000.421.50080	125.00
STREAMLINE DESIGN INC	42849	02/01/2024	winter hats for duty crews	101.42.4200.423.60045	264.00
STREAMLINE DESIGN INC	42858	02/01/2024	duty crew t-shirts	101.42.4200.423.60045	798.78
HILLYARD INC	605369699	02/01/2024	pumice soap and dispenser	101.42.4200.423.60011	198.93
EMERGENCY AUTOMOTIVE TE...	BA12212332B	02/01/2024	lights, mounts and radio brack...	101.42.4200.423.40041	680.34
STREICHER'S	I1676171	02/01/2024	Misc Equipment (backorder fr...	101.42.4000.421.40042	699.98
PRECISE MRM	IN200-1046856	02/01/2024	GPS for 9 dump trucks Data Pl...	101.43.5200.443.30700	110.00
Fund 101 - GENERAL FUND Total:					1,001,472.23

Fund: 201 - C.V.B. FUND

LILLYANNA ELAINE SMITH	12/28/2023	12/28/2023	Experience Twin Cities Giveaw...	201.44.1600.465.50025	50.00
LILLYANNA ELAINE SMITH	12/28/2023	12/28/2023	Constant Contact & Google Ac...	201.44.1600.465.50070	129.00
RIVER HEIGHTS CHAMBER OF ...	103459	12/31/2023	Tradeshaw Booth-Chamber B...	201.44.1600.465.50025	100.00
LILLYANNA ELAINE SMITH	1/15/2024	01/25/2024	Monthly Newsletter Subscript...	201.44.1600.465.50070	75.00
LILLYANNA ELAINE SMITH	1/15/2024	01/25/2024	Ink for Printer	201.44.1600.465.60010	56.34
INVER GROVE HEIGHTS HOCK...	3667	02/01/2024	IGH Sponsorship Dasher Board...	201.44.1600.465.50025	500.00
EXPLORE MINNESOTA TOURI...	4TKYENV	02/01/2024	Yearly Explore MN Tourism C...	201.44.1600.465.50080	199.00
Fund 201 - C.V.B. FUND Total:					1,109.34

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

NICKIE WELSH	1285	12/31/2023	Active Older Adult speaker	205.44.6200.453.30700	100.00
AQUA LOGIC, INC.	3089	12/31/2023	Leak repair in lap pool/dive we...	205.44.6200.453.40040	20,603.50
AQUA LOGIC, INC.	3090	12/31/2023	Spa UV repairs	205.44.6200.453.40040	1,709.09
HOLMES DESIGN, INC.	5519	12/31/2023	Graphic Design work 12.2023	205.44.6200.453.30700	1,620.00
BECKER ARENA PRODUCTS, IN...	610981	12/31/2023	New game nets	205.44.6200.453.60040	2,388.32
TWIN SOURCE SUPPLY	00506138	01/18/2024	Cleaning supplies	205.44.6220.475.60011	801.81
TWIN SOURCE SUPPLY	00506138	01/18/2024	Cleaning supplies	205.44.6240.478.60011	801.81
R & R SPECIALTIES OF WI, INC.	0081064-IN	01/18/2024	Zamboni blade sharpening	205.44.6240.478.40042	90.00
HAFERMAN WATER CONDITI...	141779743	01/18/2024	Water softener repairs	205.44.6240.478.40040	319.00
PERFECTION PLUS, INC	315091	01/18/2024	Monthly cleaning svcs 1.2024	205.44.6220.475.40040	6,912.70
KULLY SUPPLY, INC.	632129	01/18/2024	Spout, aerator & sensor	205.44.6220.475.60016	492.84
COMCAST	8772105910127188x01122024	01/18/2024	VMCC cable TV	205.44.6220.475.50070	331.79
GRAINGER	9955853230	01/18/2024	Pool area floor grates	205.44.6220.475.60016	243.78
GRAINGER	9955868170	01/18/2024	Transmitter, switch and batter...	205.44.6240.478.60065	239.73
GRAINGER	9958024722	01/18/2024	Arena parts	205.44.6240.478.60011	115.29
INNOVATIVE OFFICE SOLUTIO...	IN4425075	01/18/2024	Office Supplies	205.44.6210.470.60010	126.94
KOWALSKI, KRISTEN	1/10/2024	01/25/2024	refund for switching class	205.44.6230.3490300	25.00
SWEENEY, LOGAN	1/22/2024	01/25/2024	Section 3AA scorekeeper/ann...	205.44.6240.478.30700	75.00
HETLAND, JASON	1/22/2024	01/25/2024	Section 3AA scorekeeper/ann...	205.44.6240.478.30700	75.00
SWEENEY, BRIAN	1/22/2024	01/25/2024	Section 3AA announcer paym...	205.44.6240.478.30700	75.00
EDDY, NATHAN	1/22/2024	01/25/2024	Section 3AA scorekeeper/ann...	205.44.6240.478.30700	75.00
DANIEL BAUER	1218	01/25/2024	replacement of Boiler #2 pump	205.44.6220.475.40040	9,000.00
DANIEL BAUER	1219	01/25/2024	Replacement of Boiler #3 pu...	205.44.6220.475.40040	9,000.00
KENDELL DOORS & HARDWARE	IN090374	01/25/2024	door lock for outside West Rln...	205.44.6240.478.40040	483.50
TWIN SOURCE SUPPLY	00506322	02/01/2024	cleaning supplies	205.44.6220.475.60011	104.63
TWIN SOURCE SUPPLY	00506322	02/01/2024	cleaning supplies	205.44.6240.478.60011	104.63
BELK, GALE	1	02/01/2024	embroidery for jackets	205.44.6200.453.60045	155.00
DANIEL BAUER	1223	02/01/2024	AHU #3 leak repairs	205.44.6220.475.40040	1,771.25
DANIEL BAUER	1231	02/01/2024	leak repairs to a 2nd AHU unit	205.44.6220.475.40040	2,500.10
FIRST IMPRESSION GROUP	152646	02/01/2024	Guest Passes	205.44.6210.470.50030	135.00
FIRST IMPRESSION GROUP	152646	02/01/2024	Member/Guest Passes	205.44.6210.471.50030	380.00
FIRST IMPRESSION GROUP	152647	02/01/2024	Elementary School Flyer- Wint...	205.44.6210.472.50030	336.00

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HUEBSCH SERVICES	20289846	02/01/2024	lobby mats	205.44.6220.475.40065	400.57
HUEBSCH SERVICES	20289846	02/01/2024	lobby mats	205.44.6240.478.40065	100.14
TAHO SPORTSWEAR	24TS0186	02/01/2024	2 EXTRA Shirts Holiday challen...	205.44.6200.453.60065	31.00
PUSH PEDAL PULL	375540	02/01/2024	Repair upright bike pedal	205.44.6200.453.40042	264.48
GRAINGER	9965100192	02/01/2024	rolling garbage cart	205.44.6220.475.60040	272.52
GRAINGER	9965100192	02/01/2024	rolling garbage cart	205.44.6240.478.60040	272.52
KENDELL DOORS & HARDWARE	IN090173	02/01/2024	door lock	205.44.6220.475.60016	660.00
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					63,192.94
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
TITAN MACHINERY	11/30/2023	12/31/2023	New Scissor Lift	206.44.6200.459.80800	18,500.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					18,500.00
Fund: 365 - G.O. IMPR BONDS 2015A					
EHLERS AND ASSOCIATES, INC.	1/31/2024	01/29/2024	Bond series 2019A principal	365.57.9000.570.90100	530,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024	01/29/2024	Bond series 2019A Interest	365.57.9000.570.90200	65,925.00
Fund 365 - G.O. IMPR BONDS 2015A Total:					595,925.00
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					
EHLERS AND ASSOCIATES, INC.	1/31/2024C	01/29/2024	Bond series 2016A principal	367.57.9000.570.90100	495,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024C	01/29/2024	Bond series 2016A Interest	367.57.9000.570.90200	94,468.75
Fund 367 - G.O. CAPITAL IMPR REF BONDS, 2016A Total:					589,468.75
Fund: 369 - G.O. IMPR BONDS 2017B					
EHLERS AND ASSOCIATES, INC.	1/31/2024E	01/29/2024	Bond series 2017B principal	369.57.9000.570.90100	260,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024E	01/29/2024	Bond series 2017B interest	369.57.9000.570.90200	32,818.76
Fund 369 - G.O. IMPR BONDS 2017B Total:					292,818.76
Fund: 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION					
EHLERS AND ASSOCIATES, INC.	1/31/2024F	01/29/2024	Bond series 2018A principal a...	392.57.9000.570.90100	395,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024F	01/29/2024	Bond series 2018A principal a...	392.57.9000.570.90200	154,542.50
Fund 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION Total:					549,542.50
Fund: 393 - G.O. CAP IMPR BONDS 2019A-FIRE STATION					
EHLERS AND ASSOCIATES, INC.	1/31/2024G	01/29/2024	Bond series 2019A principal	393.57.9000.570.90100	105,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024G	01/29/2024	Bond series 2019A interest	393.57.9000.570.90200	36,850.00
Fund 393 - G.O. CAP IMPR BONDS 2019A-FIRE STATION Total:					141,850.00
Fund: 394 - G.O. REFUND BONDS 2020A (10B)					
EHLERS AND ASSOCIATES, INC.	1/31/2024H	01/29/2024	Bond series 2020A principal	394.57.9000.570.90100	245,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024H	01/29/2024	Bond series 2020A interest	394.57.9000.570.90200	3,865.00
Fund 394 - G.O. REFUND BONDS 2020A (10B) Total:					248,865.00
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
WSB & ASSOCIATES, INC.	R-020153-000-17	12/31/2023	HVP Phase IV svcs	402.44.6000.451.30700	2,028.50
WSB & ASSOCIATES, INC.	R-023629-000-4	12/31/2023	HVP playground & splash pad ...	402.44.6000.451.30700	4,024.50
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					6,053.00
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	16424.00-8	12/31/2023	117th St. reconstruction Final...	436.73.5900.736.30300	32,253.87
Fund 436 - 117TH STREET RECONSTRUCTION Total:					32,253.87
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
MEYER CONTRACTING, INC.	12/13/2023	12/31/2023	Pay Voucher #5, Project 2023-...	440.74.5900.740.80300	456,166.22
KIMLEY-HORN & ASSOCIATES, ...	26817178	12/31/2023	2024 PMI Final Design	440.74.5900.740.30300	11,585.00
SHORT ELLIOTT HENDRICKSON...	460023	12/31/2023	Final Design Babcock Trl	440.74.5900.740.30300	6,370.01
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					474,121.23
Fund: 500 - NW AREA CAPITAL PROJECTS					
KIMLEY-HORN & ASSOCIATES, ...	26817175	12/31/2023	CSAH 26/63 Construction Pha...	500.74.5900.746.30300	4,345.99
Fund 500 - NW AREA CAPITAL PROJECTS Total:					4,345.99
Fund: 510 - WATER-OPERATING FUND					
TYLER TECHNOLOGIES, INC	025-450528	12/31/2023	Insite Transaction Fees (50%) ...	510.50.7100.512.70440	2,432.50
MN DEPT OF NATURAL RESO...	1/16/2024	12/31/2023	Water permit invoice	510.50.7100.512.30700	25,064.29
CITY OF EAGAN	12/31/2023	12/31/2023	4th Qtr 2023 Eagan Water	510.50.7100.512.40005	58,995.08
VALLEY-RICH CO, INC	32940	12/31/2023	Water main break repair	510.50.7100.512.40046	5,077.24
ADVANCED ENGINEERING AN...	92301	12/31/2023	LSLI Consultant Services	510.50.7100.512.30700	9,476.50

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HAWKINS, INC.	6665182	01/18/2024	Chemicals for Water Treatme...	510.50.7100.512.60019	10.00
GRAINGER	9957535108	01/18/2024	Parts for Water Treatment Pla...	510.50.7100.512.60016	167.40
GRAINGER	9958024714	01/18/2024	Parts for Water Treatment Pla...	510.50.7100.512.60016	229.50
GRAINGER	9959577499	01/18/2024	Parts for Water Treatment Pla...	510.50.7100.512.60016	83.91
CORE & MAIN LP	U029925	01/18/2024	Meters	510.50.7100.512.75500	9,765.58
JR'S RECYCLING	1/19/2024	01/25/2024	Permit #2311 Sales Tax	510.207.2070300	-30.21
JR'S RECYCLING	1/19/2024	01/25/2024	Permit #2311 Original Deposit	510.227.2270100	1,500.00
JR'S RECYCLING	1/19/2024	01/25/2024	Permit #2311 Water Usage	510.50.0000.3813000	-424.00
WATER CONSERVATION SERV...	13769	01/25/2024	Watermain leak detection	510.50.7100.512.40046	365.37
GOODIN COMPANY	2603396-00	01/25/2024	Parts for water treatment plant	510.50.7100.512.60016	68.19
HAWKINS, INC.	6669075	01/25/2024	Chemicals for water treatment..	510.50.7100.512.60019	7,867.50
OTIS MINNESOTA SERVICE	1/19/2024	02/01/2024	Less: Sales Tax Permit #2317	510.207.2070300	-39.67
OTIS MINNESOTA SERVICE	1/19/2024	02/01/2024	Hydrant Deposit Permit #2317	510.227.2270100	1,500.00
OTIS MINNESOTA SERVICE	1/19/2024	02/01/2024	Less: Hydrant Usage Permit #...	510.50.0000.3813000	-556.74
Fund 510 - WATER-OPERATING FUND Total:					121,552.44

Fund: 520 - SEWER-OPERATING FUND

SAFE-FAST, INC.	01/10/2024statement	12/31/2023	Calibrate Gas Sensor	520.51.7200.514.40043	-198.00
TYLER TECHNOLOGIES, INC	025-450528	12/31/2023	Insite Transaction Fees (50%) ...	520.51.7200.514.70440	2,432.50
CITY OF EAGAN	12/31/2023	12/31/2023	4th Qtr 2023 Eagan Sewer	520.51.7200.514.40016	74,950.20
NORTHSTAR MUDJACKING &...	3687B	12/31/2023	raise concrete at lift station	520.51.7200.514.40042	2,950.00
METROPOLITAN COUNCIL	0001166795	01/25/2024	Monthly Met Council Charges ...	520.51.7200.514.40015	194,938.29
Fund 520 - SEWER-OPERATING FUND Total:					275,072.99

Fund: 521 - SEWER-CAPITAL FUND

METROPOLITAN COUNCIL	45294	12/31/2023	Monthly Sac fee 12.2023	521.217.2170000	24,850.00
EHLERS AND ASSOCIATES, INC.	1/31/2024B	01/29/2024	Bond series 2019B principal	521.57.9000.570.90100	280,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024B	01/29/2024	Bond series B Interest	521.57.9000.570.90200	41,150.00
EHLERS AND ASSOCIATES, INC.	1/31/2024D	01/29/2024	Bond series 2017A principal	521.57.9000.570.90100	300,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024D	01/29/2024	Bond series 2017A Interest	521.57.9000.570.90200	63,487.50
EHLERS AND ASSOCIATES, INC.	1/31/2024I	01/29/2024	Bond series 2021A principal	521.57.9000.570.90100	200,000.00
EHLERS AND ASSOCIATES, INC.	1/31/2024I	01/29/2024	Bond series 2021A interest	521.57.9000.570.90200	33,200.00
Fund 521 - SEWER-CAPITAL FUND Total:					942,687.50

Fund: 530 - STORM WATER-OPERATING

CITY OF EAGAN	12/31/2023	12/31/2023	4th Qtr 2023 Eagan Storm Wa...	530.74.5900.741.40030	6,518.02
Fund 530 - STORM WATER-OPERATING Total:					6,518.02

Fund: 533 - STORM WATER-CAPITAL FUND NWA

LEAGUE OF MN CITIES	397563	01/25/2024	LMC - Stormwater contributio...	533.74.5900.748.30300	1,740.00
Fund 533 - STORM WATER-CAPITAL FUND NWA Total:					1,740.00

Fund: 550 - INVER WOOD GOLF COURSE

CLEVELAND GOLF/SRIXON	7743088	12/31/2023	Putter for resale	550.52.8200.523.76250	132.50
KENDELL DOORS & HARDWARE	IN090153	12/31/2023	Club House east side entry sla...	550.52.8500.526.40040	500.00
KENDELL DOORS & HARDWARE	IN090155	12/31/2023	Club house lower west garage...	550.52.8500.526.40040	875.00
KENDELL DOORS & HARDWARE	IN090275	12/31/2023	2023 insulated glass	550.52.8500.526.40040	500.00
TDS MEDIA DIRECT, INC.	33638	01/25/2024	American directory advertising	550.52.8500.526.50025	208.00
CLEVELAND GOLF/SRIXON	7767234	01/25/2024	Putter for resale	550.52.8200.523.76250	100.00
INNOVATIVE OFFICE SOLUTIO...	IN4437836	01/25/2024	clear labels	550.52.8500.526.60010	237.76
INNOVATIVE OFFICE SOLUTIO...	IN4441204	01/25/2024	pouches & laminator	550.52.8000.521.60010	1,150.38
UNIFIRST CORPORATION	1410037035	02/01/2024	uniforms	550.52.8600.527.60045	155.57
WORLD FUEL SERVICES	429162683525-41801	02/01/2024	lubricants	550.52.8600.527.60022	2,352.50
Fund 550 - INVER WOOD GOLF COURSE Total:					6,211.71

Fund: 603 - CENTRAL EQUIPMENT

SYN-TECH SYSTEMS	276712	11/21/2023	Fuel system monitoring	603.00.5300.444.40041	1,275.00
MACQUEEN EMERGENCY GR...	P10304	12/29/2023	Fire truck cab door latch	603.00.5300.444.40041	54.31
EMERGENCY APPARATUS MA...	130710	12/31/2023	Fire truck connector pipe	603.00.5300.444.40041	425.91
POMP'S TIRE SERVICE, INC.	2320005299	12/31/2023	Volvo loader 347 LF repairs	603.00.5300.444.40042	568.90
HANCO CORPORATION	73158-00	12/31/2023	Shop supplies	603.00.5300.444.60012	37.03
MACQUEEN EMERGENCY GR...	P09811b	12/31/2023	Fire truck switch/relay	603.00.5300.444.40041	1,087.05
ZIEGLER INC	SI000391267	12/31/2023	Generator at station 2	603.00.5300.444.40042	1,930.37
ZIEGLER INC	SI000391276a	12/31/2023	City Hall Generator	603.00.5300.444.40042	5,473.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIMBALL MIDWEST	101799250	01/18/2024	Shop supplies	603.00.5300.444.60012	148.72
OVERHEAD DOOR CO OF THE ...	134363	01/18/2024	Garage door repair	603.00.5300.444.40040	751.95
L.T.G. POWER EQUIPMENT	282062	01/18/2024	Two new mowers for Parks	603.00.5300.444.80800	25,498.00
PERFECTION PLUS, INC	315091	01/18/2024	Monthly cleaning svcs 1.2024	603.00.5300.444.40040	521.62
CINTAS CORPORATION	4179683119	01/18/2024	Rug rentals	603.00.5300.444.40065	324.25
WORLD FUEL SERVICES	423998553150-41801	01/18/2024	Dump truck Parts	603.00.5300.444.40041	198.05
WORLD FUEL SERVICES	425432358790-41801	01/18/2024	Stock washer fluid	603.140.1450050	131.45
HANCO CORPORATION	75817-00	01/18/2024	Valve for tire machine.	603.00.5300.444.40040	228.25
FLEETPRIDE	BRV014925	01/18/2024	Fire truck Ujoint & parts	603.00.5300.444.40041	251.95
DIESEL COMPONENTS, INC.	D000037744	01/18/2024	Fire truck stack pipe clamp	603.00.5300.444.40041	77.56
TRENCHERS PLUS, INC.	ET25680	01/18/2024	Parks Chipper	603.00.5300.444.80400	118,100.00
CRYSTEEL TRUCK EQUIPMENT	FP194329	01/18/2024	F250 spring pin & upgrade	603.00.5300.444.40041	86.20
PRECISE MRM	IN001-1791557	01/18/2024	Stock hydrant fittings	603.140.1450050	564.42
MACQUEEN EMERGENCY GR...	P10308	01/18/2024	Fire truck switch press	603.00.5300.444.40041	265.01
MACQUEEN EMERGENCY GR...	P10315	01/18/2024	Fire truck light marker	603.00.5300.444.40041	295.48
MACQUEEN EMERGENCY GR...	P10320	01/18/2024	Fire truck brake chamber	603.00.5300.444.40041	564.64
MACQUEEN EMERGENCY GR...	P10338	01/18/2024	Fire truck auto pump & Timer	603.00.5300.444.40041	705.30
TRI-STATE BOBCAT INC.	P10618	01/18/2024	Skid loader track/idler/etc	603.00.5300.444.40042	6,464.24
TRI-STATE BOBCAT INC.	P10974	01/18/2024	Skid loader parts	603.00.5300.444.40042	19.85
NUSS TRUCK AND EQUIPMENT	PSO069983-1	01/18/2024	Dump truck switch panel	603.00.5300.444.40041	303.97
OXYGEN SERVICE COMPANY, ...	0008695932	01/25/2024	Shop Supplies	603.00.5300.444.60012	148.10
METRO JANITORIAL SUPPLY I...	11015965	01/25/2024	cleaning supplies	603.00.5300.444.60011	81.25
UNIFIRST CORPORATION	1410035716	01/25/2024	Other Rentals-Shop	603.00.5300.444.40065	136.62
UNIFIRST CORPORATION	1410035716	01/25/2024	Uniforms-Shop	603.00.5300.444.60045	28.18
UNIFIRST CORPORATION	1410037031	01/25/2024	Shop Rentals	603.00.5300.444.40065	137.62
UNIFIRST CORPORATION	1410037031	01/25/2024	Mechanics Uniforms	603.00.5300.444.60045	39.88
MANSFIELD OIL COMPANY	24988352	01/25/2024	Fuel	603.140.1450060	12,132.32
SHAPCO PRINTING	277144	01/25/2024	Tags for vehicle and fuel keys	603.00.5300.444.60010	612.15
MN GLOVE & SAFETY, INC.	345521	01/25/2024	winter jacket - Lerbs	603.00.5300.444.60045	104.99
TOTAL CONSTRUCTION & EQU...	38329	01/25/2024	Maint Fac gate repairs	603.00.5300.444.40040	709.01
CINTAS CORPORATION	4181120593	01/25/2024	Rug rentals	603.00.5300.444.40065	324.25
NORTHERN SAFETY TECHNOL...	56987	01/25/2024	Squad car #26 build	603.00.5300.444.80701	8,319.69
POMP'S TIRE SERVICE, INC.	980114192	01/25/2024	Stock Truck tires.	603.140.1450050	3,147.20
POMP'S TIRE SERVICE, INC.	980114193	01/25/2024	Stock squad tires	603.140.1450050	1,350.00
INNOVATIVE OFFICE Solutio...	IN4433111	01/25/2024	Key Tags for vehicle key labeli...	603.00.5300.444.60010	3.55
MACQUEEN EMERGENCY GR...	P10362	01/25/2024	Fire truck light parts	603.00.5300.444.40041	18.01
MACQUEEN EMERGENCY GR...	P10371	01/25/2024	Fire truck switch press	603.00.5300.444.40041	100.36
NUSS TRUCK AND EQUIPMENT	PSO067627-2	01/25/2024	Water truck control valve + fre..	603.00.5300.444.40041	261.95
INTERSTATE POWERSYSTEMS	R001205403-01	01/25/2024	Fire truck rear engine repairs	603.00.5300.444.40041	13,787.11
ABM EQUIPMENT & SUPPLY	0177047-IN	02/01/2024	Sidewalk machine mount hand..	603.00.5300.444.40042	212.72
NORTH AMERICAN TRAILER S...	030004218300	02/01/2024	Fire truck stoplight switch	603.00.5300.444.40041	32.28
METRO JANITORIAL SUPPLY I...	11015967	02/01/2024	Cleaning supplies	603.00.5300.444.60011	458.36
EMERGENCY APPARATUS MA...	130778	02/01/2024	Elbow swivel for fire truck	603.00.5300.444.40041	162.28
MANSFIELD OIL COMPANY	24988350	02/01/2024	Fuel 1.12.2024	603.140.1450060	7,986.48
MANSFIELD OIL COMPANY	24988351	02/01/2024	Fuel 1.12.2024	603.140.1450060	3,426.37
DELEGARD TOOLS	356465/1	02/01/2024	Small tools	603.00.5300.444.60040	335.80
LITTLE FALLS MACHINE INC	370244	02/01/2024	Hitch pin clip for dump truck	603.00.5300.444.40041	1,116.60
TOWMASTER TRAILERS INC	466211	02/01/2024	LED light for dump truck	603.00.5300.444.40041	624.00
TOWMASTER TRAILERS INC	466224	02/01/2024	95 GL prewet tank kit for dum...	603.00.5300.444.40041	869.71
NORTHERN SAFETY TECHNOL...	57083	02/01/2024	Squad 21 build out	603.00.5300.444.80701	7,939.96
PRECISE MRM	IN001-1795802	02/01/2024	GPS equipment parts	603.00.5300.444.40041	172.69
NUSS TRUCK AND EQUIPMENT	PSO072276-1	02/01/2024	Dump truck hose	603.00.5300.444.40041	602.98
NUSS TRUCK AND EQUIPMENT	PSO072276-2	02/01/2024	Hose for dump truck	603.00.5300.444.40041	-602.98
NUSS TRUCK AND EQUIPMENT	PSO072343-1	02/01/2024	Hose for dump truck	603.00.5300.444.40041	327.74
TRI-STATE BOBCAT INC.	W03705	02/01/2024	Skid loader repair - machine lo...	603.00.5300.444.40042	1,755.37
Fund 603 - CENTRAL EQUIPMENT Total:					233,215.98

Fund: 605 - CITY FACILITIES

MN DEPT OF LABOR & INDUS...	ABR0321649X	12/30/2023	Annual pressure vessel fee FS...	605.00.7500.460.40040	10.00
LVC COMPANIES, INC.	131328	12/31/2023	Leak in cold storage	605.00.7500.460.40040	1,800.70
LVC COMPANIES, INC.	131684	12/31/2023	Annual fire ext. & light svc	605.00.7500.460.40040	266.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LVC COMPANIES, INC.	132198	12/31/2023	Cold Storage sprinkler inspect...	605.00.7500.460.40040	440.00
LVC COMPANIES, INC.	132200	12/31/2023	Cell dialer installation	605.00.7500.460.80200	950.18
CRAWFORD DOOR SALES CO...	52240	12/31/2023	FS #1 garage door repairs	605.00.7500.460.40040	270.00
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12401	12/31/2023	Solar gardens 11.2023	605.00.7500.460.40021	16,731.34
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22401	12/31/2023	Solar gardens 11.2023	605.00.7500.460.40021	4,525.23
HUEBSCH SERVICES	20286445	01/18/2024	Lobby mats	605.00.7500.460.40065	176.60
MAS COMMUNICATIONS	231200050101	01/18/2024	2024 1st qrtr elevator phone ...	605.00.7500.460.40040	54.15
PERFECTION PLUS, INC	315091	01/18/2024	Monthly cleaning svcs 1.2024	605.00.7500.460.40040	5,133.19
CINTAS CORPORATION	5192545692	01/18/2024	First aid supplies	605.00.7500.460.60065	240.32
GRAINGER	9955853222	01/18/2024	Floor scrubber pads	605.00.7500.460.60011	44.00
LVC COMPANIES, INC.	132554	01/25/2024	FS #2 annual fire alarm cell ph...	605.00.7500.460.40040	640.00
GILBERT MECHANICAL CONTR...	240919	01/25/2024	new pressure sensor at CH	605.00.7500.460.40040	923.98
MN GLOVE & SAFETY, INC.	345746	01/25/2024	City Facilities uniforms	605.00.7500.460.60045	179.95
HILLYARD INC	605366183	01/25/2024	cleaning supplies	605.00.7500.460.60011	1,148.37
DANIEL BAUER	1222	02/01/2024	PD heat pump leak	605.00.7500.460.40040	345.00
HUEBSCH SERVICES	20289845	02/01/2024	lobby mats	605.00.7500.460.40065	176.60
MN GLOVE & SAFETY, INC.	345896	02/01/2024	winter clothing	605.00.7500.460.60045	144.95
Fund 605 - CITY FACILITIES Total:					34,200.56
Fund: 606 - TECHNOLOGY FUND					
PRO-TEC DESIGN INC.	112803	12/31/2023	Camera license	606.00.1400.413.50070	306.36
CONSOLIDATED COMMUNICA...	12/15/2023	12/31/2023	Phones 12.2023	606.00.1400.413.50020	992.73
AT&T MOBILITY	287298707874X01032024	12/31/2023	FD Monthly Cell Phones 12.20...	606.00.1400.413.50020	1,948.68
AT&T MOBILITY	287298708193X01032024	12/31/2023	PD Cell Phones 12.2023	606.00.1400.413.50020	2,942.09
AT&T MOBILITY	287299110577x01032024	12/31/2023	Cell Phones 12.2023	606.00.1400.413.50020	2,964.54
VERIZON WIRELESS	9952518665	12/31/2023	Cell Phone monthly charges 12...	606.00.1400.413.50020	600.17
SPOK, INC.	H0317493M	12/31/2023	Monthly Translation Services ...	606.00.1400.413.50072	5.23
QUADIENT LEASING USA, INC.	Q1120439	12/31/2023	Postage Lease 10.26.2023 - 1...	606.00.1400.413.40050	846.21
MARCO TECHNOLOGIES, LLC	35679751	01/25/2024	Printers & Copiers contract 1...	606.00.1400.413.40050	1,861.28
CDW GOVERNMENT INC	NX15351	01/25/2024	Printer Ink	606.00.1400.413.40050	300.80
Fund 606 - TECHNOLOGY FUND Total:					12,768.09
Fund: 702 - ESCROW FUND					
JOSHUA & HEATHER BECK	10/4/2023B	12/31/2023	Escrow Release	702.229.2285703	1,121.67
WSB & ASSOCIATES, INC.	R-024005-000-1	12/31/2023	Stormwater plan review	702.229.2309803	1,241.25
PETTY CASH - POLICE	1/17/2024	01/17/2024	Confidential Funds	702.229.2291000	1,250.00
SOUTH ST PAUL, CITY OF	1/2/2024	01/25/2024	SSP Airport Variance & Easem...	702.229.2282004	391.81
ZUBAREV, ILYA	1/2/2024	01/25/2024	Comp Plan Amend. Buckley W...	702.229.2292903	222.56
DOTAS, COREY	1/2/2024	01/25/2024	Escrow Account Release: Rezo...	702.229.2309203	365.84
EMMONS & OLIVIER RESOUR...	00095-0074-32	02/01/2024	Erosion Control Inspections	702.229.2304103	408.36
EMMONS & OLIVIER RESOUR...	00095-0080-17	02/01/2024	Erosion Control Inspections	702.229.2308903	173.33
THOMAS & DEBORAH FEE	1/16/2024	02/01/2024	LOC escrow release	702.229.2289803	1,000.00
JOHNSON, DUANE	1/22/2024	02/01/2024	CGA Escrow Release	702.229.2296303	1,000.00
LENCOWSKI, LAURENCE	1/22/2024	02/01/2024	CGA Escrow Release	702.229.2301003	1,000.00
MCDONALD REMODELING, IN...	1/22/2024	02/01/2024	CGA Escrow Release	702.229.2301403	1,000.00
MARKID PROPERTIES II LLC	1/22/2024	02/01/2024	Escrow Release	702.229.2302003	1,000.00
LISA MCGINNIS	1/22/2024	02/01/2024	Escrow Release	702.229.2302903	1,000.00
SUSTAINABLE NINE	1/22/2024	02/01/2024	LOC Reduction	702.229.2304703	1,000.00
Fund 702 - ESCROW FUND Total:					12,174.82
Grand Total:					5,665,660.72



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By Fund

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
MN DEPT OF REVENUE	12/31/2023	12/31/2023	Taxes	101.207.2070300	229.96
MN DEPT OF REVENUE	12/31/2023CR	12/31/2023	Taxes	101.207.2070300	-0.53
DAKOTA ELECTRIC ASSN	200001093947 1/31/2024	12/31/2023	Electric	101.43.5400.445.40020	1,481.14
DAKOTA ELECTRIC ASSN	200001093947 12/31/2023	12/31/2023	Electric	101.43.5400.445.40020	1,481.14
DAKOTA ELECTRIC ASSN	200002468379 1/31/2024	12/31/2023	Electric	101.44.6000.451.40020	455.99
DAKOTA ELECTRIC ASSN	200002468379 12/31/2023	12/31/2023	Electric	101.44.6000.451.40020	455.99
DAKOTA ELECTRIC ASSN	200002501658 1/31/2024	12/31/2023	Electric	101.44.6000.451.40020	152.10
DAKOTA ELECTRIC ASSN	200002501658 12/31/2023	12/31/2023	Electric	101.44.6000.451.40020	165.41
DAKOTA ELECTRIC ASSN	200003935632 1/31/2024	12/31/2023	Electric	101.44.6000.451.40020	190.98
DAKOTA ELECTRIC ASSN	200003935632 12/31/2023	12/31/2023	Electric	101.44.6000.451.40020	188.95
DAKOTA ELECTRIC ASSN	200004267134 1/31/2024	12/31/2023	Electric	101.43.5400.445.40020	53.23
DAKOTA ELECTRIC ASSN	200004267134 12/31/2023	12/31/2023	Electric	101.43.5400.445.40020	53.61
DAKOTA ELECTRIC ASSN	200004430542 1/31/2024	12/31/2023	Electric	101.44.6000.451.40020	18.80
DAKOTA ELECTRIC ASSN	200004430542 12/31/2023	12/31/2023	Electric	101.44.6000.451.40020	18.80
DAKOTA ELECTRIC ASSN	200010036635 1/31/2024	12/31/2023	Electric	101.42.4200.423.40020	2,445.59
DAKOTA ELECTRIC ASSN	200010036635 12/31/2023	12/31/2023	Electric	101.42.4200.423.40020	2,440.92
XCEL ENERGY	855682519	12/31/2023	FD natural gas charges	101.42.4200.423.40010	2,412.32
XCEL ENERGY	855682519	12/31/2023	FD electric charges	101.42.4200.423.40020	1,512.49
XCEL ENERGY	855682519	12/31/2023	Street lighting electric charges	101.43.5400.445.40020	1,408.77
XCEL ENERGY	855682519	12/31/2023	Parks natural gas charges	101.44.6000.451.40010	417.89
XCEL ENERGY	855682519	12/31/2023	Parks electric charges	101.44.6000.451.40020	599.76
XCEL ENERGY	856321576	12/31/2023	Street lighting electric charges	101.43.5400.445.40020	12,359.21
XCEL ENERGY	856513498	12/31/2023	PD electric	101.42.4000.421.40042	49.57
XCEL ENERGY	859048523	12/31/2023	Street lighting electric charges	101.43.5400.445.40020	12,206.86
XCEL ENERGY	859170938	12/31/2023	FD electric charges	101.42.4200.423.40020	158.70
XCEL ENERGY	859376572	12/31/2023	FD natural gas charges	101.42.4200.423.40010	4,481.18
XCEL ENERGY	859376572	12/31/2023	FD electric charges	101.42.4200.423.40020	1,487.71
XCEL ENERGY	859376572	12/31/2023	Street lighting electric charges	101.43.5400.445.40020	1,626.49
XCEL ENERGY	859376572	12/31/2023	Parks natural gas charges	101.44.6000.451.40010	699.27
XCEL ENERGY	859376572	12/31/2023	Parks electric charges	101.44.6000.451.40020	725.07
XCEL ENERGY	860205342	12/31/2023	PD electric	101.42.4000.421.40042	47.45
WELLS FARGO CREDIT CARD A... A Theapparellab.Net Tara Alle...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	32.00
WELLS FARGO CREDIT CARD A... Active911 Inc Monica Chi WF ...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.30700	810.00
WELLS FARGO CREDIT CARD A... Alert All Corp Bernardy, WF 1...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60010	2,930.00
WELLS FARGO CREDIT CARD A... Amazon.Com 721f151t3 Chio...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	133.80
WELLS FARGO CREDIT CARD A... Amazon.Com Ni78i3tp3 Mikel,...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	218.96
WELLS FARGO CREDIT CARD A... Amazon.Com Qq9aw6lz3 Jack...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.60045	104.98
WELLS FARGO CREDIT CARD A... Amazon.Com Uy4mp5yr3 Jack...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	21.16
WELLS FARGO CREDIT CARD A... American Heart Shopcpr Bern...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60018	45.70
WELLS FARGO CREDIT CARD A... American Planning A Payable,...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.30700	295.00
WELLS FARGO CREDIT CARD A... Amzn Mktp US 005ig0x13 Rya...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	21.98
WELLS FARGO CREDIT CARD A... Amzn Mktp US 0g7pm4ca3 Ry...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	16.00
WELLS FARGO CREDIT CARD A... Amzn Mktp US 3i4ef7163 Mon...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	121.90
WELLS FARGO CREDIT CARD A... Amzn Mktp US 3l6tb8qu3 Mar...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	106.82
WELLS FARGO CREDIT CARD A... Amzn Mktp Us 884wz6ov3 Pa...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	78.01
WELLS FARGO CREDIT CARD A... Amzn Mktp US Aq12q8ip3 Ste...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60010	215.60
WELLS FARGO CREDIT CARD A... Amzn Mktp US B98mt5es3 Suz...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	8.13
WELLS FARGO CREDIT CARD A... Amzn Mktp US D19sj8m13 Ste...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60040	50.51
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Dc8dg2jd3 Ga...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60040	398.98
WELLS FARGO CREDIT CARD A... Amzn Mktp US Du2ja7e03 Ry...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	12.99
WELLS FARGO CREDIT CARD A... Amzn Mktp US Ge5317r63 Ma...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	681.95
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Go29r6kx3 Joh...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60010	120.72
WELLS FARGO CREDIT CARD A... Amzn Mktp US Gu5n502u3 St...	12/31/2023	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60040	76.00

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WELLS FARGO CREDIT CARD A...	Amzn Mktp Us H33im52a3 Mi...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	36.98
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us H813j74z3 Pay...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	38.86
WELLS FARGO CREDIT CARD A...	Amzn Mktp US H882r4so3 M...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60011	30.58
WELLS FARGO CREDIT CARD A...	Amzn Mktp US He67z8uw3 M...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	705.56
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Jh2l49ku3 Kier...	12/31/2023	Wells Fargo Purchase Cards	101.41.1200.414.60040	97.96
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Jp2lm4li3 Julie...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	76.90
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Jp2lm4li3 Julie...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	44.97
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Ko0ry8693 Che...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	48.42
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Ls8ra34n3 Joh...	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60045	75.95
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Nf2io9xp3 Mar...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	588.00
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Nf58m4jt3 Suz...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	16.66
WELLS FARGO CREDIT CARD A...	Amzn Mktp US O059a6613 M...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	62.09
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Payable, A WF ...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	-10.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Payable, A WF ...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	-21.98
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Payable, A WF ...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	-16.57
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Payable, A WF ...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	-34.45
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Ph0es9rq3 Ga...	12/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60040	35.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R386493i3 Tar...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60040	129.98
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Sc0500793 Joh...	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60018	255.00
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Swenhausen ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	-58.54
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Wm4c23vj3 St...	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60010	20.73
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Zc2bn25a3 Sw...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	77.77
WELLS FARGO CREDIT CARD A...	Apple.Com/Bill Julie Dors WF ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	7.56
WELLS FARGO CREDIT CARD A...	Apple.Com/Bill Julie Dors WF ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	7.56
WELLS FARGO CREDIT CARD A...	Balloon Connection Inc Chelse...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	469.99
WELLS FARGO CREDIT CARD A...	Bca Training Education Allen, ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD A...	Bca Training Education Allen, ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	-25.00
WELLS FARGO CREDIT CARD A...	Bca Training Education Allen, ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	-25.00
WELLS FARGO CREDIT CARD A...	Bca Training Education Allen, ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	-25.00
WELLS FARGO CREDIT CARD A...	Bca Training Education Lee, Ka...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	25.00
WELLS FARGO CREDIT CARD A...	Bca Training Education Lee, Ka...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	-50.00
WELLS FARGO CREDIT CARD A...	Breezy Point Resort In Winget,...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	277.03
WELLS FARGO CREDIT CARD A...	Bs River Teri O'Con WF 12/23	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50075	192.39
WELLS FARGO CREDIT CARD A...	Canva I03998-75216331 Cora...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	7.49
WELLS FARGO CREDIT CARD A...	Carbones Pizza lgh Monica Chi...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	84.03
WELLS FARGO CREDIT CARD A...	Carhartt Kreuser, J WF 11/23	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60045	298.95
WELLS FARGO CREDIT CARD A...	Carhartt Lee, Katri WF 11/23	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	179.98
WELLS FARGO CREDIT CARD A...	Carhartt Sperl, Mik WF 11/23	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60045	289.98
WELLS FARGO CREDIT CARD A...	Ck Holiday # 06438 Winget, Da...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60016	12.00
WELLS FARGO CREDIT CARD A...	Clkbank Com_2skdkaj Mikel,...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	20.55
WELLS FARGO CREDIT CARD A...	Clkbank Com_2skdkabj Mikel,...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	10.74
WELLS FARGO CREDIT CARD A...	Colehaan.Com Joshua Oti WF ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	55.97
WELLS FARGO CREDIT CARD A...	Colehaan.Com Otis, Josh WF 1...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	169.90
WELLS FARGO CREDIT CARD A...	Cossetta Inc Cora Henke WF 1...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	2,706.03
WELLS FARGO CREDIT CARD A...	Country Inn & Suites B Monica...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	283.02
WELLS FARGO CREDIT CARD A...	Country Inn & Suites B Monica...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	283.02
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Allen, Tar W...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	30.23
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Allen, Tar W...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	14.97
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Bernardy, ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	92.93
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Chelsea Sw...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	6.99
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Monica Chi...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	34.12
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Amy Crary ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	70.88
WELLS FARGO CREDIT CARD A...	Cub Foods 01613 Rachel Mik...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	6.99
WELLS FARGO CREDIT CARD A...	CURRENCY CONVERSION FEE ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	0.07
WELLS FARGO CREDIT CARD A...	Delta 00621958421630 Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	487.80
WELLS FARGO CREDIT CARD A...	Delta 00621958421641 Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	487.80
WELLS FARGO CREDIT CARD A...	Delta 00621958421652 Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	487.80
WELLS FARGO CREDIT CARD A...	Delta 00641082465940 Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	49.99
WELLS FARGO CREDIT CARD A...	Delta 00641082465951 Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	34.99
WELLS FARGO CREDIT CARD A...	Dog Waste Depot O'Connor, ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	3,960.00

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WELLS FARGO CREDIT CARD A...	Dollartree Adam Wiede WF 12...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	36.25
WELLS FARGO CREDIT CARD A...	Dollartree Cora Henke WF 12/...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	71.25
WELLS FARGO CREDIT CARD A...	Dollartree Suzie Seab WF 12/...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	43.75
WELLS FARGO CREDIT CARD A...	Drkulas 32 Bowl Accounts P W...	12/31/2023	Wells Fargo Purchase Cards	101.41.1000.413.50075	2,636.24
WELLS FARGO CREDIT CARD A...	Drkula'S 32 Bowl Swenhaugen...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.455.60009	50.00
WELLS FARGO CREDIT CARD A...	Eig Constantcontact.Co Amy L...	12/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50070	20.00
WELLS FARGO CREDIT CARD A...	Eig Constantcontact.Co Looze,...	12/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50070	20.00
WELLS FARGO CREDIT CARD A...	Emergency Medical Prod Eric ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	713.94
WELLS FARGO CREDIT CARD A...	Ezcaterqdoba Allen, Tar WF 1...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	364.12
WELLS FARGO CREDIT CARD A...	Facebk M7dflwxdx2 Amy Looz...	12/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50025	100.00
WELLS FARGO CREDIT CARD A...	Facebk Q8kadv3dx2 Looze, A...	12/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50025	230.63
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Mikel, Rac ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	86.52
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Rachel Mik ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	86.52
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Froelich Firearms Adam Wiede..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	300.00
WELLS FARGO CREDIT CARD A...	Fun Express Chelsea Sw WF 12...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	161.10
WELLS FARGO CREDIT CARD A...	Galls Ryan Prail WF 12/23	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	52.96
WELLS FARGO CREDIT CARD A...	Galls Tara Allen WF 12/23	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	1,727.65
WELLS FARGO CREDIT CARD A...	Gerten Greenhouses Rachel M...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	83.61
WELLS FARGO CREDIT CARD A...	Guardian Supply Madsen, Be...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	100.00
WELLS FARGO CREDIT CARD A...	Harbor Freight Tools 2 Adam ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	194.85
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Chiodo,...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	46.96
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Chiodo,...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	48.84
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Chiodo,...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	41.90
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Melissa...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	47.24
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Melissa...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	38.00
WELLS FARGO CREDIT CARD A...	Holiday Stations 3556 Cora H...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	25.96
WELLS FARGO CREDIT CARD A...	Homedepot.Com Lee, Katri WF..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	172.98
WELLS FARGO CREDIT CARD A...	Homedepot.Com Lee, Katri WF..	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	35.34
WELLS FARGO CREDIT CARD A...	Hy-Vee Eagan 1165 Teri O'Con...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	2,946.41
WELLS FARGO CREDIT CARD A...	Iacp Allen, Tar WF 11/23	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	75.00
WELLS FARGO CREDIT CARD A...	limc Kiernan, R WF 11/23	12/31/2023	Wells Fargo Purchase Cards	101.41.1140.413.50070	50.00
WELLS FARGO CREDIT CARD A...	In Total Entertainmen Mikel, ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.30700	500.00
WELLS FARGO CREDIT CARD A...	Int'L Code Council Inc Johnson,...	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60018	390.30
WELLS FARGO CREDIT CARD A...	Intl Code Council Inc Monica ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	197.00
WELLS FARGO CREDIT CARD A...	Intl Code Council Monica Chi ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	900.00
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Eric Be...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	92.97
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Hawki...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	59.88
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Hawki...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60066	44.96
WELLS FARGO CREDIT CARD A...	Jimmy Johns # 589 Madsen, B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	11.66
WELLS FARGO CREDIT CARD A...	Jimmy Johns 1436 - Eco Allen,...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	114.56
WELLS FARGO CREDIT CARD A...	Jones & Bartlett Learn Bernar...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.424.60018	3,681.74
WELLS FARGO CREDIT CARD A...	Kahler Inn And Suites Allen, Ta...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	314.90
WELLS FARGO CREDIT CARD A...	Kahler Inn And Suites Allen, Ta...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	314.90
WELLS FARGO CREDIT CARD A...	Kwik Trip 11600011684 Chio...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	49.67
WELLS FARGO CREDIT CARD A...	Kwik Trip 11600011684 Melis...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	51.04
WELLS FARGO CREDIT CARD A...	Llrmi Chiodo, Mo WF 11/23	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	150.00
WELLS FARGO CREDIT CARD A...	Lookout Portable Secur Otis, J...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	110.00
WELLS FARGO CREDIT CARD A...	Marathon Petro19000 Melissa...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	43.82
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	28.90
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.60040	41.98
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Joe ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40047	310.62
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Joe ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	62.95
WELLS FARGO CREDIT CARD A...	Minnesota Glove & Sa Wonick,...	12/31/2023	Wells Fargo Purchase Cards	101.43.5100.442.60045	162.29
WELLS FARGO CREDIT CARD A...	Minnesota Nursery And Joel ...	12/31/2023	Wells Fargo Purchase Cards	101.130.1430000	328.00

Expense Approval Report

Payment Dates: 12/31/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A... Minnesota Onsite Waste John...		12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.50070	230.00
WELLS FARGO CREDIT CARD A... Minnesota Onsite Waste Stev...		12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.50080	600.00
WELLS FARGO CREDIT CARD A... Mn Dept Of Agriculture Rivera...		12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.50070	10.00
WELLS FARGO CREDIT CARD A... Mn Iaai Monica Chi WF 12/23		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	25.00
WELLS FARGO CREDIT CARD A... Neta Winget, Da WF 11/23		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	199.00
WELLS FARGO CREDIT CARD A... Nfpa Natl Fire Protect Monica...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	137.16
WELLS FARGO CREDIT CARD A... Nfpa Natl Fire Protect Monica...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	284.58
WELLS FARGO CREDIT CARD A... Nj Criminal Allen, Tar WF 11/23		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	498.00
WELLS FARGO CREDIT CARD A... Nrpa Operating Joe Hawkin W...		12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50070	80.00
WELLS FARGO CREDIT CARD A... Nrpa Operating Joe Hawkin W...		12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50080	450.00
WELLS FARGO CREDIT CARD A... Paradise Car Wash - Ea Allen, ...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.40041	219.99
WELLS FARGO CREDIT CARD A... Party City 1153 Chelsea Sw WF...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	28.00
WELLS FARGO CREDIT CARD A... Party City Bopis Suzie Seab WF...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	184.47
WELLS FARGO CREDIT CARD A... Party City Bopis Suzie Seab WF...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	55.96
WELLS FARGO CREDIT CARD A... Paypal Minnesotaau Chiodo,...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	20.00
WELLS FARGO CREDIT CARD A... Rascals Bar & Grill Accounts P...		12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.50075	58.39
WELLS FARGO CREDIT CARD A... Rascals Bar & Grill Johnson, S...		12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.50075	74.34
WELLS FARGO CREDIT CARD A... River Heights Marina I Chiodo,...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.40041	12.67
WELLS FARGO CREDIT CARD A... Royal Canin Usa Rose, Ryan W...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60013	230.04
WELLS FARGO CREDIT CARD A... Rvt City Of Burnsville Adam W...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	850.00
WELLS FARGO CREDIT CARD A... Sams Club #4738 Allen, Tar WF...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	105.58
WELLS FARGO CREDIT CARD A... Sams Club Renewal Katrina Le...		12/31/2023	Wells Fargo Purchase Cards	101.130.1430000	110.00
WELLS FARGO CREDIT CARD A... Samsclub #4738 Tara Allen WF...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	29.96
WELLS FARGO CREDIT CARD A... Samsclub.Com Chelsea Sw WF...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	89.27
WELLS FARGO CREDIT CARD A... Samsclub.Com Chelsea Sw WF...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	148.41
WELLS FARGO CREDIT CARD A... Sensible Land Use Coal Accou...		12/31/2023	Wells Fargo Purchase Cards	101.130.1430000	96.00
WELLS FARGO CREDIT CARD A... Sensible Land Use Coal Accou...		12/31/2023	Wells Fargo Purchase Cards	101.130.1430000	250.00
WELLS FARGO CREDIT CARD A... Sherwin Williams 70309 Joe R...		12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	283.56
WELLS FARGO CREDIT CARD A... Simplifile.Com Kiernan, R WF ...		12/31/2023	Wells Fargo Purchase Cards	101.45.3200.419.50025	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		12/31/2023	Wells Fargo Purchase Cards	101.45.3200.419.50025	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		12/31/2023	Wells Fargo Purchase Cards	101.45.3200.419.50025	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		12/31/2023	Wells Fargo Purchase Cards	101.45.3200.419.50025	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		12/31/2023	Wells Fargo Purchase Cards	101.45.3200.419.50025	52.33
WELLS FARGO CREDIT CARD A... Sonetics Corporation Eric Ber...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	5,858.37
WELLS FARGO CREDIT CARD A... Sp Firefighter Strap Eric Bergu...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60040	1,030.00
WELLS FARGO CREDIT CARD A... Sp Mightyprobe T&T Johnson,...		12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60040	206.00
WELLS FARGO CREDIT CARD A... Sp Sheepdogmics.Com Otis, Jo...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	157.49
WELLS FARGO CREDIT CARD A... Specialty Store Servic Chiodo,...		12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.40040	10,921.62
WELLS FARGO CREDIT CARD A... Speedway 04548 Suzie Seab ...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	35.94
WELLS FARGO CREDIT CARD A... Sportsmans Guide Lee, Katri ...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	92.47
WELLS FARGO CREDIT CARD A... Sq Minnesota Cit Offi Allen, T...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	900.00
WELLS FARGO CREDIT CARD A... Sq Minnesota Cit Offi Allen, T...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	1,950.00
WELLS FARGO CREDIT CARD A... Sq Minnesota Cit Offi Wieder...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	975.00
WELLS FARGO CREDIT CARD A... Sq The Apparel Lab Lee, Katri...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	1,330.00
WELLS FARGO CREDIT CARD A... Sq Amazing Balloons M Chels...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.30700	300.00
WELLS FARGO CREDIT CARD A... Sq The Apparel Lab Tara Allen...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	70.00
WELLS FARGO CREDIT CARD A... Streichers Mpls Ben Madsen ...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	50.58
WELLS FARGO CREDIT CARD A... Streichers Mpls Tara Allen WF...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	678.71
WELLS FARGO CREDIT CARD A... Taco Johns 9894 Madsen, Be...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	14.06
WELLS FARGO CREDIT CARD A... Taco Johns 9894 Madsen, Be...		12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	14.06
WELLS FARGO CREDIT CARD A... Target 00020461 Hofmeis...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	20.00
WELLS FARGO CREDIT CARD A... Target 00025197 Bauer, C...		12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.50075	65.10
WELLS FARGO CREDIT CARD A... Target 00025197 Bauer, C...		12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60010	66.97
WELLS FARGO CREDIT CARD A... Target 00025197 Hofmeis...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	60.10
WELLS FARGO CREDIT CARD A... Target 00021899 Alexandra ...		12/31/2023	Wells Fargo Purchase Cards	101.45.3000.420.60065	64.20
WELLS FARGO CREDIT CARD A... Target 00025197 Chelsea Sw ...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	66.00
WELLS FARGO CREDIT CARD A... Target 00025197 Chelsea Sw ...		12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	36.00
WELLS FARGO CREDIT CARD A... Target 00025197 Cora Henke...		12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	22.57
WELLS FARGO CREDIT CARD A... Target 00025197 Cora Henke...		12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	52.85
WELLS FARGO CREDIT CARD A... Target 00025197 Cora Henke...		12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	98.34

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Target 00025197 Cora Henke...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	114.92
WELLS FARGO CREDIT CARD A...	Target 00025197 Cora Henke...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	-29.98
WELLS FARGO CREDIT CARD A...	Target.Com Cora Henke WF 1...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	10.00
WELLS FARGO CREDIT CARD A...	Target.Com Cora Henke WF 1...	12/31/2023	Wells Fargo Purchase Cards	101.41.1120.413.60001	27.18
WELLS FARGO CREDIT CARD A...	Teleflex Llc Eric Bergu WF 12/...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60018	37.00
WELLS FARGO CREDIT CARD A...	Teleflex Llc Eric Bergu WF 12/...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	1,077.00
WELLS FARGO CREDIT CARD A...	Teleflex Llc Eric Bergu WF 12/...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	1,794.00
WELLS FARGO CREDIT CARD A...	Temu.Com Hofmeister WF 11...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	10.45
WELLS FARGO CREDIT CARD A...	Temu.Com Hofmeister WF 11...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	60.97
WELLS FARGO CREDIT CARD A...	The Corner Store Jackson, J W...	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.60040	47.58
WELLS FARGO CREDIT CARD A...	The Corner Store Suzie Seab ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	27.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Hawk...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	126.42
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Hawk...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	45.56
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Jacks...	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.50080	54.94
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Oswa...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	219.70
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Scott...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60040	736.09
WELLS FARGO CREDIT CARD A...	Thinklikeagirlboss Rachel Mik...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	6.99
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Daniel...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.40041	23.48
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	129.99
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Hawk...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	45.37
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Joe R...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	15.56
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Lee, K...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	109.99
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Ravn, ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	19.98
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Rivera...	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.60065	5.99
WELLS FARGO CREDIT CARD A...	Tst B-52 Burgers And Chelsea ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.455.60009	50.00
WELLS FARGO CREDIT CARD A...	Turitto S Pizza Brian Swob WF...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50075	259.95
WELLS FARGO CREDIT CARD A...	Turitto S Pizza Daniel Ber WF ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.424.50075	69.53
WELLS FARGO CREDIT CARD A...	Turitto S Pizza Swoboda, B WF...	12/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50075	119.20
WELLS FARGO CREDIT CARD A...	Twin Cities Magic & Co Swenh...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	98.33
WELLS FARGO CREDIT CARD A...	U Of M Contlearning Ol Barry ...	12/31/2023	Wells Fargo Purchase Cards	101.43.5200.443.50080	45.00
WELLS FARGO CREDIT CARD A...	Ua.Com 888-727-6687 Md Ste...	12/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60045	54.90
WELLS FARGO CREDIT CARD A...	United/Nasseff/Childre Scott ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	6.00
WELLS FARGO CREDIT CARD A...	Usps Po 2688010540 Adam W...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50035	66.00
WELLS FARGO CREDIT CARD A...	Usps Po 2688010540 Chiodo,...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50035	74.85
WELLS FARGO CREDIT CARD A...	Usps Po 2688010540 Monica ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50035	9.27
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Bergum, Er ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	248.00
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Chelsea Sw ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	90.67
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Chelsea Sw ...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	99.33
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Chiodo, Mo ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60011	237.46
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Monica Chi ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60011	180.75
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Monica Chi ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	39.96
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Oswald, Sc ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.40040	13.86
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Tammy Abra...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	45.00
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Tara Allen WF...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	100.45
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Wiederhoef...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60065	35.58
WELLS FARGO CREDIT CARD A...	Warrior Fire Equipment Eric B...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60040	87.95
WELLS FARGO CREDIT CARD A...	Wendy S 423 Madsen, Be WF ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	13.27
WELLS FARGO CREDIT CARD A...	Wendy S 423 Madsen, Be WF ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	14.79
WELLS FARGO CREDIT CARD A...	White Bear Rental Suzie Seab...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	87.19
WELLS FARGO CREDIT CARD A...	Wm Supercenter #1472 Al Va...	12/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	62.90
WELLS FARGO CREDIT CARD A...	Wpsg, Inc. Monica Chi WF 12/...	12/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60040	838.20
WELLS FARGO CREDIT CARD A...	Www.Brownellsinc.Com Ben ...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60018	323.46
WELLS FARGO CREDIT CARD A...	Wwww.Spsworks.Com Tara Alle...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60010	63.95
WELLS FARGO CREDIT CARD A...	Zoom.Us 888-799-9666 Chiod...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	15.99
WELLS FARGO CREDIT CARD A...	Zoom.Us 888-799-9666 Katrin...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	12.79
WELLS FARGO CREDIT CARD A...	Zoom.Us 888-799-9666 Lee, K...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	12.79
WELLS FARGO CREDIT CARD A...	Zoom.Us 888-799-9666 Melis...	12/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	15.99

Fund 101 - GENERAL FUND Total: 129,161.75

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

MN DEPT OF REVENUE	12/31/2023	12/31/2023	Taxes	205.207.2070300	11,024.80
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Expense Approval Report

Payment Dates: 12/31/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	855682519	12/31/2023	Aquatic center natural gas cha...	205.44.6200.453.40010	8,530.17
XCEL ENERGY	856150817	12/31/2023	Ice arena load profile natural ...	205.44.6200.453.40010	6,236.78
XCEL ENERGY	856150817	12/31/2023	Aquatic center electric charges	205.44.6200.453.40020	10,573.58
XCEL ENERGY	856150817	12/31/2023	Ice arena load profile electric	205.44.6200.453.40020	15,862.07
XCEL ENERGY	859376572	12/31/2023	Aquatic center natural gas cha...	205.44.6200.453.40010	12,831.98
XCEL ENERGY	860619879	12/31/2023	Ice arena load profile natural ...	205.44.6200.453.40010	8,383.97
XCEL ENERGY	860619879	12/31/2023	Ice arena load profile electric	205.44.6200.453.40020	14,415.03
XCEL ENERGY	860619879	12/31/2023	Aquatic center electric charges	205.44.6200.453.40020	9,908.65
WELLS FARGO CREDIT CARD A...	Amzn Mktp US 853ho6kt3 Jer...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.80800	77.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 8g4u483e3 Ho...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	100.52
WELLS FARGO CREDIT CARD A...	Amzn Mktp US A76cz2i93 Suzi...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	89.36
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Bl55e7ss3 Gill, ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	90.62
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Kl3g85f73 Hof...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	37.07
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Mf3j50uu3 Ho...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	28.81
WELLS FARGO CREDIT CARD A...	Amzn Mktp US N85q66qy3 A...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40042	22.07
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us S000a6er3 Ho...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	78.49
WELLS FARGO CREDIT CARD A...	Caribou Coffee Co #114 Adam...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50075	42.79
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Adam Lares...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50075	106.69
WELLS FARGO CREDIT CARD A...	Domino'S 1975 Hofmeister WF..	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	158.48
WELLS FARGO CREDIT CARD A...	Domino'S 1975 Hofmeister WF..	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	-10.65
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Rick R...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	26.96
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Roach, ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	8.98
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Roach, ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	3.76
WELLS FARGO CREDIT CARD A...	Menards Burnsville Mn Amy C...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	40.95
WELLS FARGO CREDIT CARD A...	Pool Supply Unlimited O'Conn...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	2,622.38
WELLS FARGO CREDIT CARD A...	Samsclub #4736 Abrahamson...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	128.92
WELLS FARGO CREDIT CARD A...	Savers - 1149 Amy Crary WF 1...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	13.47
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Gill, J...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	259.36
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	53.00
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	15.92
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	32.21
WELLS FARGO CREDIT CARD A...	The Ups Store 0372 Suzie Seab..	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	9.97
WELLS FARGO CREDIT CARD A...	Turitto S Pizza Adam Lares WF...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50075	36.74
WELLS FARGO CREDIT CARD A...	Whentowork Inc Tammy Abra...	12/31/2023	Wells Fargo Purchase Cards	205.130.1430000	650.00
WELLS FARGO CREDIT CARD A...	Zumba Fitness Amy Crary WF ...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50070	38.99
WELLS FARGO CREDIT CARD A...	Zumba Fitness Crary, Amy WF...	12/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50070	38.99
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					102,569.87

Fund: 290 - EDA-OPERATING FUND

WELLS FARGO CREDIT CARD A...	The Business Journals Payable,...	12/31/2023	Wells Fargo Purchase Cards	290.45.3000.419.50070	70.00
Fund 290 - EDA-OPERATING FUND Total:					70.00

Fund: 510 - WATER-OPERATING FUND

MN DEPT OF REVENUE	12/31/2023	12/31/2023	Taxes	510.207.2070200	1,616.28
MN DEPT OF REVENUE	12/31/2023	12/31/2023	Taxes	510.207.2070300	461.20
XCEL ENERGY	855682519	12/31/2023	Water natural gas charges	510.50.7100.512.40010	1,584.98
XCEL ENERGY	855682519	12/31/2023	Water electric charges	510.50.7100.512.40020	25,015.74
XCEL ENERGY	859170938	12/31/2023	Water electric charges	510.50.7100.512.40020	721.88
XCEL ENERGY	859376572	12/31/2023	Water natural gas charges	510.50.7100.512.40010	2,576.95
XCEL ENERGY	859376572	12/31/2023	Water electric charges	510.50.7100.512.40020	22,493.35
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Dk42549q3 Kr...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	68.97
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Kramer, Er WF ...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	-6.99
WELLS FARGO CREDIT CARD A...	Eurofins Environment T Krame...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.30700	3,240.00
WELLS FARGO CREDIT CARD A...	Fleet Farm 6500 Gubash, Sc ...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60045	450.70
WELLS FARGO CREDIT CARD A...	Homedepot.Com Johnson, M...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	9.97
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Matt J...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	15.98
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Johns...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	24.97
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Johns...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	56.25
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Matt ...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.40040	103.48
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Matt ...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	81.86
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Scott...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	5.04
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Scott...	12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	10.48

Expense Approval Report

Payment Dates: 12/31/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Scott...		12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	20.37
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Scott...		12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	66.61
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Scott...		12/31/2023	Wells Fargo Purchase Cards	510.50.7100.512.60045	199.00
Fund 510 - WATER-OPERATING FUND Total:					58,817.07

Fund: 520 - SEWER-OPERATING FUND

DAKOTA ELECTRIC ASSN	200010048618 1/31/2024	12/31/2023	Electric	520.51.7200.514.40020	167.60
DAKOTA ELECTRIC ASSN	200010048618 12/31/2023	12/31/2023	Electric	520.51.7200.514.40020	169.24
XCEL ENERGY	855682519	12/31/2023	Sewer natural gas charges	520.51.7200.514.40010	249.57
XCEL ENERGY	855682519	12/31/2023	Sewer electric charges	520.51.7200.514.40020	1,597.37
XCEL ENERGY	859376572	12/31/2023	Sewer natural gas charges	520.51.7200.514.40010	466.59
XCEL ENERGY	859376572	12/31/2023	Sewer electric charges	520.51.7200.514.40020	1,690.85
WELLS FARGO CREDIT CARD A... Mn Pollution Control A Scott ...		12/31/2023	Wells Fargo Purchase Cards	520.51.7200.514.50080	45.00
WELLS FARGO CREDIT CARD A... Mn Pollution Control S Scott ...		12/31/2023	Wells Fargo Purchase Cards	520.51.7200.514.50080	0.97
WELLS FARGO CREDIT CARD A... Py Advanced Sportswea Matt ...		12/31/2023	Wells Fargo Purchase Cards	520.51.7200.514.60045	100.00
WELLS FARGO CREDIT CARD A... Sierra #4046 Johnson, M WF ...		12/31/2023	Wells Fargo Purchase Cards	520.51.7200.514.60045	119.95
WELLS FARGO CREDIT CARD A... Sp Unrl.Co Johnson, M WF 11...		12/31/2023	Wells Fargo Purchase Cards	520.51.7200.514.60045	153.00
Fund 520 - SEWER-OPERATING FUND Total:					4,760.14

Fund: 530 - STORM WATER-OPERATING

XCEL ENERGY	855682519	12/31/2023	Storm water electric charges	530.74.5900.741.40020	1,683.31
XCEL ENERGY	859376572	12/31/2023	Storm water electric charges	530.74.5900.741.40020	151.15
WELLS FARGO CREDIT CARD A... Amzn Mktp US 5455394f3 Ray...		12/31/2023	Wells Fargo Purchase Cards	530.74.5900.741.60065	39.10
WELLS FARGO CREDIT CARD A... Amzn Mktp US Oj9pt9m13 Ray..		12/31/2023	Wells Fargo Purchase Cards	530.74.5900.741.40066	22.99
WELLS FARGO CREDIT CARD A... Amzn Mktp US Xd16e3hi3 Ray...		12/31/2023	Wells Fargo Purchase Cards	530.74.5900.741.60045	24.99
WELLS FARGO CREDIT CARD A... Menards West St Paul M Ray R..		12/31/2023	Wells Fargo Purchase Cards	530.74.5900.741.40066	32.82
WELLS FARGO CREDIT CARD A... Menards West St Paul M Ray R..		12/31/2023	Wells Fargo Purchase Cards	530.74.5900.741.60045	30.88
WELLS FARGO CREDIT CARD A... Tractor-Supply-Co #019 Ray Ri...		12/31/2023	Wells Fargo Purchase Cards	530.74.5900.741.40066	215.27
Fund 530 - STORM WATER-OPERATING Total:					2,200.51

Fund: 550 - INVER WOOD GOLF COURSE

MN DEPT OF REVENUE	12/31/2023	12/31/2023	Taxes	550.207.2070300	820.07
DAKOTA ELECTRIC ASSN	200002013605 1/31/2024	12/31/2023	Electric	550.52.8600.527.40020	262.61
DAKOTA ELECTRIC ASSN	200002013605 12/31/2023	12/31/2023	Electric	550.52.8600.527.40020	288.83
XCEL ENERGY	855682519	12/31/2023	GC natural gas charges	550.52.8500.526.40010	85.65
XCEL ENERGY	855682519	12/31/2023	GC electric charges	550.52.8500.526.40020	683.13
XCEL ENERGY	855682519	12/31/2023	GC maintenance natural gas c...	550.52.8600.527.40010	236.86
XCEL ENERGY	855682519	12/31/2023	GC maintenance electric char...	550.52.8600.527.40020	613.96
XCEL ENERGY	859376572	12/31/2023	GC natural gas charges	550.52.8500.526.40010	170.80
XCEL ENERGY	859376572	12/31/2023	GC electric charges	550.52.8500.526.40020	403.08
XCEL ENERGY	859376572	12/31/2023	GC maintenance natural gas c...	550.52.8600.527.40010	322.07
XCEL ENERGY	859376572	12/31/2023	GC maintenance electric char...	550.52.8600.527.40020	649.63
WELLS FARGO CREDIT CARD A... Amazon.Com P38y086a3 Leon...		12/31/2023	Wells Fargo Purchase Cards	550.52.8000.521.60010	78.90
WELLS FARGO CREDIT CARD A... Benchmarkemailcom Otness, ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.60065	138.00
WELLS FARGO CREDIT CARD A... Facebk Txzgx3hy2 Moynihan,...		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.50025	903.38
WELLS FARGO CREDIT CARD A... Facebk 7v3fgv3gy2 Moynihan, ..		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.50025	500.00
WELLS FARGO CREDIT CARD A... Facebk Uwa4nvbg2 Moyniha...		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.50025	900.00
WELLS FARGO CREDIT CARD A... Harbor Freight Tools 7 Lage, T...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60040	19.44
WELLS FARGO CREDIT CARD A... lheart Media Moynihan, WF ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.50025	2,561.37
WELLS FARGO CREDIT CARD A... In Plumbing Restorati Moynih...		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.40040	275.00
WELLS FARGO CREDIT CARD A... Inver Grove Heights Ac Otness,...		12/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.60065	23.77
WELLS FARGO CREDIT CARD A... Kwik Trip 17800001784 Matt...		12/31/2023	Wells Fargo Purchase Cards	550.52.8400.525.60021	64.00
WELLS FARGO CREDIT CARD A... Lowes #02313 Leon Otnes WF...		12/31/2023	Wells Fargo Purchase Cards	550.52.8000.521.60065	14.10
WELLS FARGO CREDIT CARD A... Minnesota Golf Course Metz, ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.50080	300.00
WELLS FARGO CREDIT CARD A... Officemax/Depot 6384 Matt ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8000.521.60010	117.28
WELLS FARGO CREDIT CARD A... The Home Depot #2845 Lage, ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60012	124.72
WELLS FARGO CREDIT CARD A... Tractor-Supply-Co #019 Joel ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60012	187.94
WELLS FARGO CREDIT CARD A... Tractor-Supply-Co #019 Metz, ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60012	194.45
WELLS FARGO CREDIT CARD A... Twin City Saw & Servic Metz, J...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.40042	116.50
WELLS FARGO CREDIT CARD A... Twin City Saw & Servic Metz, J...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.40042	133.88
WELLS FARGO CREDIT CARD A... Twin City Truck And Va Matt ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8400.525.40065	96.39
WELLS FARGO CREDIT CARD A... U Of M Contlearning Ol Metz, ...		12/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.50080	290.00

Payment Dates: 12/31/2023 - 12/31/2023Page 8 of 9

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Payment Dates: 12/31/2023 - 12/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	856150817 CR	12/31/2023	Solar credits	605.46.0000.3653000	-339.28
XCEL ENERGY	859048523	12/31/2023	City hall electric charges	605.00.7500.460.40020	8,243.73
XCEL ENERGY	859170938 CR	12/31/2023	Solar credits	605.46.0000.3653000	-1,476.45
XCEL ENERGY	859376572 CR	12/31/2023	Solar credits	605.46.0000.3653000	-23,842.81
WELLS FARGO CREDIT CARD A... Amazon Prime F17rx0zu3 Stier..	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60065	16.15	
WELLS FARGO CREDIT CARD A... Amazon.Com Ym5622fa3 Stier...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	55.98	
WELLS FARGO CREDIT CARD A... Amzn Mktp Us 8g4br46l3 Halv...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60011	39.58	
WELLS FARGO CREDIT CARD A... Amzn Mktp Us 8g4br46l3 Halv...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60011	51.38	
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Hb1ci3bl3 Halv...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60011	56.38	
WELLS FARGO CREDIT CARD A... Amzn Mktp US R12yz0mk3 Pa...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60065	57.95	
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Se54w75f3 Stie...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	445.05	
WELLS FARGO CREDIT CARD A... Amzn Mktp Us X57h01o93 Hal...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60065	19.22	
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Zs2el9113 Hal...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	33.64	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	71.79	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	64.80	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	82.74	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	39.98	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	39.94	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	9.02	
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Todd,...	12/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60040	8.78	
Fund 605 - CITY FACILITIES Total:					-50,850.94

Fund: 606 - TECHNOLOGY FUND

WELLS FARGO CREDIT CARD A... Amazon.Com 8i2ko9dk3 Gade,..	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	38.45
WELLS FARGO CREDIT CARD A... Amazon.Com Tm68q2n23 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	79.96
WELLS FARGO CREDIT CARD A... Amzn Mktp Us 7y2jl5as3 Gade...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	110.30
WELLS FARGO CREDIT CARD A... Amzn Mktp Us A78dj57c3 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	170.00
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Gade, Marc WF..	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	-15.78
WELLS FARGO CREDIT CARD A... Amzn Mktp Us H65ii3w13 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	22.98
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Hz2q54kt3 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	31.94
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Km9p66l63 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	19.99
WELLS FARGO CREDIT CARD A... Amzn Mktp Us L94s84o03 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	15.78
WELLS FARGO CREDIT CARD A... Amzn Mktp Us M34kg7vx3 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	154.52
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Marc Gade WF...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	-170.00
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Oj8h93jj3 Gade..	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	42.49
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Tb91t5kq3 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60041	40.99
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Uz1wb2ix3 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	26.98
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Ww01f00k3 G...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	180.50
WELLS FARGO CREDIT CARD A... Amzn Mktp US Y18m64vi3 Ma...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.80610	160.84
WELLS FARGO CREDIT CARD A... Amzn Mktp Us Zc8fn3u63 Ga...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	64.64
WELLS FARGO CREDIT CARD A... Dmi Dell Small Bus Gade, Mar...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.80610	1,134.23
WELLS FARGO CREDIT CARD A... Fusion Learning Partne Marc ...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50080	575.00
WELLS FARGO CREDIT CARD A... Zoom.Us 888-799-9666 Gade,...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50072	31.98
WELLS FARGO CREDIT CARD A... Zoom.Us 888-799-9666 Marc ...	12/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50072	31.98
Fund 606 - TECHNOLOGY FUND Total:				2,747.77

Fund: 702 - ESCROW FUND

WELLS FARGO CREDIT CARD A... Simplifile.Com Kiernan, R WF ...	12/31/2023	Wells Fargo Purchase Cards	702.229.2282004	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Kiernan, R WF ...	12/31/2023	Wells Fargo Purchase Cards	702.229.2282204	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Kiernan, R WF ...	12/31/2023	Wells Fargo Purchase Cards	702.229.2309903	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...	12/31/2023	Wells Fargo Purchase Cards	702.229.2282604	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...	12/31/2023	Wells Fargo Purchase Cards	702.229.2282604	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...	12/31/2023	Wells Fargo Purchase Cards	702.229.2288103	52.33
Fund 702 - ESCROW FUND Total:				313.98

Grand Total: 281,020.42



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: February 12, 2024
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 as attached.

BACKGROUND

The attached listing of hires, promotions, resignations and/or retirements is presented for Council approval. Data contained in the attachment is not public information until after Council takes action and therefore the attachment is not visible to the public prior to approval.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 2.12.24



Request for Council Action

SUBJECT: **Award of Contract for Reconditioning of Well No. 5 (City Project No. 2024-04)**

MEETING DATE: February 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Eric Kramer, Utility Superintendent, 651.450.2565

ACTION REQUESTED

The Council is asked to accept a quote from Keys Well Drilling Company and enter into a contract for the reconditioning of Well No. 5 (City Project 2024-04).

BACKGROUND

The Utilities Division has solicited and received two quotes for the reconditioning of Well Pump No. 5:

Contractor	Quote Received
Keys Well Drilling Company	\$43,595.00
Bergerson-Caswell	\$44,125.00

Well No. 5 is located at 2990 75th St East. It was constructed in 1980 and is completed in the Jordan Sandstone formation. The well is a vertical turbine set at 240 feet, and was last reconditioned in 2019. The Utility Division coordinates the reconditioning of pumps on a rotating schedule of 5–7 years, or after 1,000,000,000 gallons. Well No. 5 has pumped 1,050,000,000 gallons since 2019 and is in its fifth year on the service schedule. The reconditioning of Well No. 5 has been included in the 2023-2027 Public Works Capital Improvement Plan, and is scheduled to occur in 2024.

FISCAL IMPACT

This well pump replacement, along with the upgrade of the variable flow drive (VFD) at Well No. 5, was budgeted for \$130,000 in the 2024 Water Capital Fund budget, with approximately \$55,000 earmarked for the well pump rehab component. The VFD upgrade will occur via a separate project (City Project No. 2024-05). The quote of \$43,595.00 is within the approved budget, and the work is to be funded from the Water Capital Fund (511.50.7100.512.40043).

RECOMMENDATION

Staff recommends that Council accept the quote and enter into the attached contract with Key Well Drilling in the amount of \$43,595.00 for the reconditioning of Well No. 5 (City Project No. 2024-04).

ATTACHMENTS

1. 2024-04 - Contract

AGREEMENT FOR SERVICES
CITY OF INVER GROVE HEIGHTS

2024 Well #5 Rehabilitation
City Project No. 2024-04

THIS AGREEMENT ("Agreement") is made and executed this 12th Day of February 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation ("City") and Keys Well Drilling (firm name), a corporation organized and existing under the laws of the State of Minnesota ("Contractor").

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS. The City agrees to engage Contractor as an independent contractor for the purposes of performing certain services ("Services") as defined in the following documents, which shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Quote dated January 12th, 2024, attached as **Exhibit A** and incorporated herein by reference.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with all federal, state and local laws. Contractor represents that it has the requisite skill, training, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor the sum of **\$43,595.00** inclusive of sales tax for successful completion of the Services. Contractor shall submit itemized bills for Services provided to the City on a monthly basis. When the obligations of the

Contractor have been fulfilled, inspected, and accepted, the City will pay the Contractor. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor. Bills submitted shall be paid in the same manner as other claims made to the City. Any changes in the scope of Services that may result in an increase to the compensation due to the Contractor shall require prior written approval by the Authorized Representative of the City or the City Council. The City will not pay additional compensation for Services that do not have prior written authorization. Prior to payment by the City, Contractor shall submit evidence that all payrolls, material bills, subcontractors, and other indebtedness connected with the Services have been paid as required by the City.

4. ASSIGNMENT. Neither party may assign or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

5. TIME OF PERFORMANCE. The Contractor shall complete the Services on or before June 1st, 2024. NOTE: If the obligations are not complete within said time period or date, the Contractor agrees to pay \$400 per day not as penalty but as liquidated damages until its obligations are complete.

6. PROMPT PAYMENT TO SUBCONTRACTORS.

- A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- B. Minn. Stat. § 290.92 requires that the City obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

7. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.

8. RESPONSIBLE CONTRACTOR.

- A. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- B. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- C. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

9. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.

10. INSURANCE REQUIREMENTS. Contractor shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain the required coverage at all times throughout the life of the Agreement, with the City endorsed as an additional insured:

- A. General Liability. The Contractor shall maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from

premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insureds.

- B. Workers Compensation Pursuant to Minnesota Statute §176.182 Contractor must provide acceptable evidence of compliance with the state Workers' Compensation insurance requirements for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance or acceptable evidence of compliance in accordance with the statutory requirements of the State of Minnesota. The Contractor shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

- C. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

The Additional Insured coverage must be primary and non-contributory. Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards: X (Explosion); C (Collapse); and U (Underground)

For any Agreement involving the repair, maintenance or construction of property that involves the provision of equipment, supplies or materials to the City for projects greater than \$100,000, the Contractor shall obtain and maintain Builder's Risk insurance in an amount not less than the project or contract cost.

Prior to commencing the Services, Contractor shall submit a Certificate of Insurance to the City showing proof the above required coverages are in full force and effect. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the

City, or ten (10) days' written notice for non-payment of premium. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy. The City retains the right to revise the insurance requirements depending on the size and risk of the project.

The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.

11. PERMITS AND LICENSES; RIGHTS-OF-WAY AND EASEMENTS. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction resulting from the City's not timely obtaining rights-of-way or easements.

12. TERMINATION.

- A. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
- B. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- C. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- D. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

13. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

14. CITY'S REPRESENTATIVE. The City has designated Eric Kramer, Utility Superintendent to act as the City's Authorized Representative with respect to the Services to be performed under this Agreement. The City's Authorized Representative shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

15. DATA PRACTICES/RECORDS. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.

16. NONDISCRIMINATION. Contractor agrees that in its hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. Contractor further agrees to comply with the nondiscrimination provisions of Minnesota Statutes, Section 181.59.

17. WARRANTY. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to City, correct such defect.

18. DEFENSE OBLIGATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

19. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Attention: Eric Kramer

Or e-mailed: ekramer@ighmn.gov

If to Contractor: Keys Well Drilling
1156 Homer St
St. Paul, MN 55116
Attention: Doug Keys

Or emailed: dougkeys@keyswell.com

20. WAIVER. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Agreement and any action must be venued in Dakota County District Court.

22. SEVERABILITY. If any provision, term, or condition of this Agreement is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Agreement, unless such invalid or unenforceable provision, term, or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

23. AMENDMENTS. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

24. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

CITY OF INVER GROVE HEIGHTS

Keys Well Drilling

BY: _____
Brenda Dietrich
Its: Mayor

BY: _____

Its: _____

BY: _____
Rebecca Kiernan
Its: City Clerk

DATE: _____

EXHIBIT A

Keys Well Drilling Company

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

Quotation

To: City of Inver Grove Heights
8168 Barbara Ave
Inver grove Heights, MN 55077

Date of January 12, 2024
Attention: Eric Kramer
Project: well pump #5
Location: 2990 75th St E

We are pleased to quote you as follows:

Estimate to remove pump, inspect, repair, and reinstall well pump #5.
12" -5 stage bowl, 270' of 10" col and shaft with 150hp motor.

Labor:	Unit	Est Qty	Price	Total
Pull & Install Pump	LS	1	\$12,000.00	\$ 12,000.00
Shop time(sandblast, inspect, furnish report,)	HR	8	\$ 115.00	\$ 920.00
				\$ 12,920.00
Labor and Materials: (if needed)				
10" x 10' T&C Column Pipe	EA	12	\$ 1,200.00	\$ 14,400.00
10" x 5' T&C Column Pipe	EA	1	\$ 975.00	\$ 975.00
Brz Bowl Bearings	EA	7	\$ 350.00	\$ 2,450.00
Brz Bowl Impeller Wear Rings	EA	5	\$ 500.00	\$ 2,500.00
SS Bowl Shaft	EA	1	\$ 500.00	\$ 500.00
SS Head Shaft	EA	1	\$ 600.00	\$ 600.00
Brz Packing Box Bearing/Packing	EA	1	\$ 350.00	\$ 350.00
Rubber Lineshaft Bearings	EA	27	\$ 40.00	\$ 1,080.00
Addition Shop Time (sandblast, paint, assemble)	HR	24	\$ 115.00	\$ 2,760.00
Machine Shop	HR	8	\$ 120.00	\$ 960.00
Motor Repair-(motor shop estimate)	EA	1	\$ 2,750.00	\$ 2,750.00
1" PVC Pipe (2-runs)	FT	540	\$ 2.50	\$ 1,350.00
				\$ 30,675.00
Total Estimated Cost				\$ 43,595.00

Wire Brush 16" well casing - \$3,5000

Video Tape well - \$1900

This is only an estimate. Final cost will be determined by actual quantities used.

Thank you for giving us the opportunity of quoting you. If you have any questions, please give me a call



Request for Council Action

SUBJECT: **Approval of Contract to Subscribe to CityView Business Licensing Software**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the attached contract with CityView for business licensing software.

BACKGROUND

The City Clerk's Department is responsible for the administrative process associated with many business licenses required by the City Code, including alcohol, tobacco, hotel, massage therapy and more. The current process is largely paper-based and not particularly efficient for license applicants or city staff. Therefore, beginning in early 2023, staff began researching and gathering proposals and quotes for various business licensing software applications. The business licensing module from CityView was found to best fit the City's needs. It will allow for online applications by local businesses requiring a license, electronic work flow between the various City departments that review original and renewal applications, and better documentation and tracking of license history over time. Additionally, CityView software is currently in use by the City's Building Inspections Department, which makes this complementary business licensing module a logical choice for the City.

The scope of the project would be to configure the license types of Massage Therapy - Business & Individual, Garbage Collection Services, Chicken/Goats, Hotel, Liquor (various on-sale/off-sale/club), Solicitor Registration, Peddler, Tobacco Retail, Dog Kennels, Body Art, Cannabis, Rental and Contractors, and it includes the workflow process of approvals from all the departments involved.

FISCAL IMPACT

The total cost of this software is \$46,246 for the first year, which includes the set-up and implementation. A total of \$40,000 was budgeted for this purpose in the 2024 Technology Fund budget. It is recommended that the remaining first-year costs be covered by a carry-over of \$6,250 in unspent funds from the 2023 City Clerk budget to the 2024 Technology Fund budget.

Once past the first year, there will be a recurring, annual fee of \$3,725 for this software, which will be budgeted for in future years under the City Clerk's division software budget.

RECOMMENDATION

Staff recommends approval of the contract with CityView for business licensing software.

ATTACHMENTS

1. SERVICES AGREEMENT CityView Business Licensing 01242024
2. LICENSE AGREEMENT AMENDMENT Inver Grove Heights 01242024

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this ____ day of _____, 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the City of Inver Grove Heights, MN ("Licensee" and "City") is effective as of _____ (the "Effective Date").

RECITALS

A CityView and Licensee have entered into a Software License and Support Agreement on September 14, 2020 ("License Agreement")

B The City, as Licensee requires certain professional services to be provided for new Software Modules licensed under the License Agreement

C CityView shall provide such services pursuant to the terms of this Agreement

D NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and CityView agree as follows:

1 DEFINITION

1.1 "Confidential Information" means the Software and all information or material that either party treats as confidential which is:

1.1.1 Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,

1.1.2 Known by the parties to be considered confidential or proprietary, or

1.1.3 Which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.

1.2 Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;

1.2.1 Was previously known to the receiving party as evidenced by its written records;

1.2.2 Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or

1.2.3 Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

2 CONFIDENTIALITY OBLIGATIONS

2.1 Each of the parties agrees:

2.1.1 To maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;

2.1.2 Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;

2.1.3 Not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;

2.1.4 Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and

2.1.5 To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

3 SERVICES

3.1 The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being licensed under the License and Support Agreement and which are more fully described in the Statement of Work. Previously licensed Software and Modules are not affected by this Agreement and the Statement of Work.

4 SCHEDULE OF WORK

4.1 Generally, CityView's implementation services bench is booked 90 – 120 days in advance. The City will be added to the schedule after the Agreement is executed.

5 DATA CONVERSION

5.1 In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

6 WARRANTY

6.1 Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.

6.2 The City shall diligently perform its duties under the Statement of Work.

6.3 **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE CITY "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

6.4 CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

6.5 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

7 PAYMENT

7.1 The City shall pay Vendor the amounts as detailed in the Statement of Work at the times detailed therein or as otherwise invoiced by Vendor. The non-payment of any invoice will permit the Vendor to suspend all further services upon the provision of notice to the City. Any suspension shall automatically suspend any required time frames of delivery in the Statement of Work and the Vendor shall be permitted to update at its discretion new delivery dates. Any suspension of services shall be lifted once the City has paid all outstanding invoices or other required payments. The Vendor shall act in a commercially reasonable manner when the Vendor updates all delivery dates in the Statement of Work. This section shall survive the termination of this Agreement.

8 PRICING

8.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView's policy that the Price Proposal not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the Price Proposal shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to CityView as a result of, or in connection with, the submission of this Proposal, City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

9 REMEDIES

9.1 The City and the Vendor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the City's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

10 LIMITATION OF LIABILITY

10.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY CITY PURSUANT TO THE RELEVANT STATEMENT OF WORK.

10.2 IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11 INTENT

11.1 The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

12 REMEDIES

12.1 Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

13 FORMAL COMPLETION STATEMENT.

13.1 No later than thirty days past go-live of the software solution, the Customer shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial go-live this shall refer to the part of the solution that has gone live.

14 EXPIRATION

14.1 Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Statement of Completion from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.

15 TERMINATION

15.1 Events of Default. Each of the following events shall constitute an "Event of Default":

15.1.1 The Vendor shall fail to observe, perform or comply with any material term of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues fully uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.

15.1.2 The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.

15.2 Termination Upon Event of Default.

15.2.1 In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.

16 TERMINATION BY VENDOR

16.1 Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement.

17 PAYMENT UPON TERMINATION

17.1 Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

18 SURVIVAL

18.1 Sections [1](#), [2](#), [7](#), [8](#), [9](#), [10](#), [11](#), [12](#), [17](#) & [19](#) shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement. Counterparts

18.2 This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

19 GOVERNING LAW

19.1 The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Minnesota without reference to principles of conflict of laws. This section shall survive the termination of this agreement.

20 ENTIRE AGREEMENT

20.1 This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. The License and Support Agreement is a completely separate agreement and does not form part of this Agreement.

21 ASSIGNMENT

21.1 Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

22 SUCCESSORS AND ASSIGNS

22.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

23 SEVERABILITY

23.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

24 WAIVER

24.1 No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

25 ALLOCATION OF RISK

25.1 City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Customer Authorized Signature:

Print name: Susan McCormick

Print name:

Title: Executive Vice President

Title:

Date:

Date:

QUOTATION – PROPRIETARY AND CONFIDENTIAL

DESCRIPTION			
Request Date:	January 24, 2024	Valid Until:	March 30, 2024
Client / Project:	City of Inver Grove Heights, MN		
Requestor:	Rebecca Kiernan	Created By	Steve Favalaro

Description of the Requested License/Services:

The following table provides our price proposal for a CityView **on-premise solution** comprising software and licensing, implementation, conversion, comprehensive training, and support and maintenance costs.

The following represents a summary of the prices for the implementation of CityView Business Licensing (includes CityView Portal for Business Licensing).

Cost Summary	
One Time Fees	
Software and Licenses	\$ 14,900
Implementation Services	\$ 26,715
Data Conversion (not included)	\$ 0
Training	\$ 4,631
Total	\$ 46,246
Travel & expenses (all services to be completed remotely)	\$ 0
Annual Recurring Fees	
CityView Annual Software Maintenance year 1 (all software updates, 12/5 unlimited support) - subject to annual revision and in addition to the City's current annual software maintenance.	\$ 3,725

The ASM is due at initial software install and provides:

- All major and minor software upgrades
- Unlimited technical support
- Unlimited access to the CityView FTP site
- Unlimited access to CityView Connect

Detailed costs

The following details the elements of our proposal for CityView software and services following our **Select** delivery model including:

- CityView **Business Licensing**
- **CityView Portal (for Business Licensing)** for online, 24/7 convenient access to service deployed to the Web.
- No additional user licenses have been included with the assumption that the existing user license count is adequate. Additional concurrent licenses may be purchased for \$2,800 each (each adding \$700 to the annual maintenance fee).
- An **implementation** based on our CityView Select delivery model as described earlier in this proposal which includes:
 - Configuration changes to the out of the box workflows, no custom workflows or equally intensive changes to the out of the box workflows are included.
 - Configuration of 10 letter templates
- No historical data conversion is included
- A **training program** that ensures your end-users are fully trained to maximize adoption and value from the software.

- Ongoing **support and maintenance**, providing unlimited technical support, software upgrades and updates for all licensed software and much more, including the Harris Software for Life Program (if RFP is not issued).

List of attached documents:

Cost:

Total Estimated Cost:	As Above	Planned Delivery Date:	TBD
Payment Terms:	As per the attached Terms and Conditions		

QUOTATION APPROVAL

	Print Name	Signature	Date
Client Executive:			
CityView Executive:			

Terms and Conditions

1 PAYMENT TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: CityView Portal (licensed for Business Licensing) CityView Business Licensing	CityView will: • Send the licensing key for CityView Licenses	\$14,900	Invoiced on execution of the amendment and due net 30 days

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance (year 1 – subject to annual revision), and pro-rated to the City's current renewal period	Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for in-scope, CityView-delivered customizations to product and Select configuration	\$3,725	Invoiced on execution of the amendment and due net 30 days

Solution Implementation	Deliverables	Payment Milestone	Payment Terms
Project Kickoff, online Process Mapping (remote)	Project kick-off and confirmation of initial project plan. CityView Select process mapping with online workbooks and other digital materials, including up to 6 Subject Matter Experts (SMEs) per session. Online workbook completion for Business Licensing. Deliverable is the Scope Document with completed online process mapping answer sheets, other digital materials provided by CityView & completed by customer and, where applicable, customizations & custom workflows definition.	\$3,705	Invoiced on commencement of online Process Mapping and due net 30 days
Environment Management	Management of environment, upgrades, etc. through the life of the implementation. Deliverable is successful deployment of configuration changes to the City's Production and Test environments on client site.	\$1,560	Due upon completion of the remote Initial Installation

Configuration	Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.	\$10,530	Invoiced upon commencement of the configuration and due net 30 days
Remote Review Sessions for Validation and Refinement	Perform remote review sessions, focusing on configuration and workflow, customizations and interfaces (where applicable). If it is determined that additional reviews are required outside what is stated in the Statement of Work, an estimate will be provided. Gather validation feedback. Identify in-scope vs. out of scope feedback. Implement any in-scope refinements arising out of the validation. Complete in-scope refinements arising from two week final client-acceptance testing. Deliverable is final, end-user-training-ready environment. Written acceptance by client is required.	\$6,825	Invoiced on the first remote review session and due net 30 days
Training (remote)	3 days end-user training for: • CityView Basics (up to 5 students) • Licensing (up to, 10 students) • CityView Portal (up to 5 students)	\$4,631	Invoiced upon the first day of user training and due net 30 days
Project Management	Ongoing management of all implementation services. Project Management is included based on the proposed scope of the project. Should delays by the customer occur, or scope changes result in the need for additional project management, time may be billed at \$195/hr upon authorization through the change control process.	\$4,095	Invoiced upon commencement of data collection and due net 30 days
Total Services		\$31,346	
Additional Services (to be authorized to proceed no later than December 1, 2024)	A bucket of 24 hours is being included should the City require additional professional services as a result of the final definition of the Rental Housing requirements by the City and the Cannabis Licensing requirements by the State	\$4,680	Invoiced on authorization to proceed with additional services and due net 30 days
Total Services		\$36,026	

Additional Services

2 PROJECT ACCEPTANCE

2.1 After delivery of the configuration changes to the City's Test environment, the City will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.

2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. The City will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the City to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.

2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the City will continue with support through the Technical Support group.

3 CHANGE ORDER MANAGEMENT

3.1 To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.

3.2 A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or the City Project Teams.

3.3 The following steps will be followed with any changes to the baseline system:

3.3.1 The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources

3.3.2 The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and the City's Project Manager is required.

3.3.3 Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting

4 ISSUES AND PROBLEM RESOLUTION

4.1 An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.

4.2 The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to City Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.

4.3 Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

4.4 Escalation Process:

4.4.1 CityView escalation levels in the order listed below:

- Project Manager
- Manager, Client Services
- Vice President, Professional Services

4.4.2 City escalation levels in the order listed below:

- Project Manager
- Director of IT
- City Manager

STATEMENT OF WORK

Scope (Inclusions):

1. Provide the license key for CityView Business Licensing and CityView Portal for Business Licensing.
2. Collect City-specific data through a series of remote data collection sessions for lookup table values, fees, letters, workflow-specific values (assigned to, required dates, responsible departments, resource groups, email triggers), reviews, submittal requirements, business types and classifications, renewal periods and processes, expiration dates and processes, and other related values for Business Licensing. This data will be collected, providing the CityView Project Team relevant documentation, such as fee schedules and letter templates, and by the City's completion of the CityView workbook for each specific CityView solution.
3. Configure CityView (Business) Licensing and Portal using the data collected in CityView's web-based configuration workbook as well as other digital materials provided by CityView. This will include the following:
 - a. Lookup table data.
 - b. Custom data fields for specific data capture requirements. The assumption is a maximum of 20 custom fields for Business Licensing. Additional fields can be added through budget validation, change order, or by the Customer once the configured system is delivered.
 - c. Configuration of the following license types : Massage Therapy – Business & Individual Therapists, Garbage Collection Services, Chicken / goats, Hotel, Liquor (various on-sale/off-sale/club), Solicitor / Peddler, Tobacco retail, Dog Kennels, Rental, Contractor, Body Art Establishments and Cannabis licensing.
 - d. One-time configuration of fees specific to the license types being tracked through the system.
 - e. Refinements to the CityView Select workflows, including the assigned to, required dates, email notifications, responsible departments and resource groups. This task also includes connection or disconnection of existing sub-workflows based on the City's requirements.
 - f. Adjustment of the existing CityView scheduled processes for license renewals and permit expirations. These include; LC Add Delinquency Fee, LC Business Late Fee (Interest), LC Business Late Fee (Penalty), LC Business License Renewal, LC Business License Renewal - Tax Exempt Businesses, LC Merge and generate renewal notices.
 - g. Configuration of up to ten (10) letter templates for Business Licensing.
 - h. Additional configuration (workflows, letters, etc.) as required or desired by the City and mutually agreed to through written change order.
4. Implement user security settings according to customer completion of organizational role spreadsheets defining the out the box organizational roles inherent in the solutions.
5. Deliver pre-configured reports for Business Licensing including the following reports:

Licensing
✓Business Status ✓Deposits and Bonds Summary ✓Did Not Report Gross Earnings ✓Emergency Contacts ✓Escrow (By Revenue Account #) ✓Excise Tax ✓Fees Paid in Full ✓Inactive Business Licenses ✓One Day Business Licenses ✓Outstanding Fees ✓Past Due Licenses ✓Tax Exempt Businesses

✓Total Amount Billed ✓Portal Licenses Entered Today
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6. Conduct up to three (3) remote validation and review sessions, for Business Licensing with the appropriate subject matter experts (“SMEs”). Each session is two to three (2-3) hours. Any additional sessions required will be mutually agreed to, and a change order will be raised. Additional corrections and modifications will be captured and corrected from each session..
7. Conduct three (3) days of remote user training consisting of 0.5 days CityView Basics, 2 days of CityView Business Licensing and 0.5 days of CityView Portal training.
8. Deploy the configuration changes to the City’s Test and Production environments for final user acceptance testing
9. Ongoing support and maintenance of the software under the CityView Software License and Support Agreement.

Exclusions:

1. Provision of hardware, databases and third-party software.
2. Setup and support of network infrastructure supporting CityView.
3. Quantities, of the following items, that are in excess of those defined in “Scope (Inclusions)”, are specifically excluded, unless addressed by a change order:
 - Letter configuration
 - Custom data fields and license types
 - Spatial queries
 - Training
 - Customizations and interfaces
 - Custom workflows
 - Custom reports
 - Batch/scheduled processes
4. Non-standard configuration – standard configuration would be what is provided in the “Inclusions” above and what comes preconfigured in the system. Examples of non-standard configuration would include: modifying record-level security from what is pre-defined; defining organizational role security criteria other than those defined in the out of the box organizational roles (e.g. read-only access to some sheets, read-write to others); creating batch processes other than those defined in the product for license renewals; creating business rules defining specific outcomes that are tied to specific users of the system only (e.g. message box reminding of a process that needs to be followed but where that message box is only invoked where a specific users is logged into the system). While these are not included in the Project’s scope, the configuration tools are provided for City to undergo such configuration itself. Contractors and Rental Property are already being managed in CityView, however should additional configuration not listed in the scope of work be required additional charges may apply. Should additional license types, 3rd party integrations or other changes not defined in Scope “(inclusions)” are specifically excluded, unless addressed by a change order.
5. No historical data conversion is included.
6. The implementation will not be phased (ie. All license types will go live at the same time), however cannabis license types may be disabled until the State has approved it, and once approved the City will enable the Cannabis license types. Should the City require additional services for this go-live, additional charges may apply..

7. Fee schedules were not provided prior to development of the price estimate for this project. Therefore, CityView's assumptions of the effort to configure fees are subject to review of the complete requirements. For example, if you have Impact Fee schedules or Development Charges, we will not have assumed that and those may result in additional costs. CityView is happy to review this with City prior to contract signing, to give a firm estimate of the effort to configure all fees.

8. The software implementation is based on CityView's understanding of the number of "responsible departments" managing the processes within each product. Budgeted effort is allotted to various aspects of the implementation based on this number. For example, if the project to implement CityView Business Licensing includes scope for businesses and burning licenses, and each of these is managed separately by a different responsible department, then the budget estimate is based on 2 responsible departments needing independent sessions for data collection, validation & refinement and end user training. If, however, all of those license types were managed by the same people under one Customer Service Centre, then this would be classed as 1 responsible department and the budgeted effort for data collection, validation and refinement and end user training is lower.

CityView's understanding of the City's responsible departments is as follows:

- Business Licensing (1 department)

AMENDMENT No. 1
TO
LICENSE AND SUPPORT AGREEMENT

THIS AMENDMENT NO. 1 to the License and Support Agreement (the “Amendment”) is dated and made effective on _____ by and between N. Harris Computer Corporation (“CityView”) and the City of Inver Grove Heights, MN (Licensee).

RECITALS

WHEREAS, the parties entered into a Software License and Support Agreement dated September 14, 2020 (the “Agreement”);

WHEREAS, the parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1 Amended Terms - Software and Support-Related Services

- 1.1 The Schedule A to the Agreement shall be deleted in its entirety and be replaced with the Schedule A in this Amendment.
- 1.2 The Schedule F to the Agreement shall be added for clarity around Bluebeam licenses.

2 General Provisions

- 2.1 No Other Amendments. Except as specifically modified by this Amendment, the terms of the Agreement, including its schedules, attachments, appendices, and exhibits, shall remain unchanged and in full force and effect and the parties hereto confirm and agree to be bound by all the terms and provisions of the Agreement as amended hereby.
- 2.2 Entire Agreement; Amendment; Waiver. The Agreement, as amended by this Amendment, sets forth the entire agreement and understanding of the parties hereto with respect to the matters contemplated by the Agreement and this Amendment, and supersedes all prior agreements, arrangements, and understandings (whether oral or written) relating to the subject matter thereof. The Agreement may not be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.
- 2.3 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 2.4 Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

- 2.5 If any provision of this Amendment shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Amendment shall not be affected thereby. The titles and subtitles used in this Amendment are for convenience only and are not to be considered in construing or interpreting any term or provision of the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above through their duly authorized representatives.

ACCEPTED

CityView Authorized Signature:

ACCEPTED

Licensee Authorized Signature:

Print name:

Title:

Date:

Print name:

Title:

Date:

ATTEST:

Name:

Title:

Date:

SCHEDULE A DESCRIPTION OF SOFTWARE, SOFTWARE & MAINTENANCE FEES, PAYMENT MILESTONES AND DELIVERABLES

This is Schedule 'A' attached to and made part of the Software License and Support Agreement dated September 14, 2020, as updated by the execution of this Agreement by and between CityView and the City of Inver Grove Heights, MN.

1 LICENSED CITYVIEW USER SOFTWARE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE “A” AND NOW SUBJECT TO THIS AGREEMENT

Product Description
10 CityView Concurrent Application Client – Workspace
5 Concurrent Users of CityView Mobile for Permits & Inspections
5 Concurrent Users of CityView Mobile for Code Enforcement
5 Concurrent Users of CityView Mobile for Rental Housing

2 LICENSED CITYVIEW MODULES – NOW SUBJECT TO 10 MAXIMUM CONCURRENT READ-WRITE USERS BUT WHICH WERE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE “A” BUT WHICH IS NOW SUBJECT TO THIS AGREEMENT.

CityView Property Information
CityView Permits & Inspections
CityView Planning
CityView Rental Housing
CityView Code Enforcement
CityView Cashiering

3 CITYVIEW ADD-ONS PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE “A” AND NOW SUBJECT TO THIS AGREEMENT

1 site license	CityView Server
1 site license	CityView Configuration Console (formerly Application Builder)
1 site license	ArcGIS Extension
1 site license	CityView supported EDMS Extension
2 Processes	CityView Portal for Property Information, Permits & Inspections and Rental Housing
1 site license	CityView Electronic Plans Review*
1 site license	CityView MS Word Add-in
1 site license	CityView MS Outlook Add-in
1 site license	CityView Supported Payment Processor Extension

*Does not include Bluebeam Revu

4 NEW SOFTWARE MODULES, USER LICENSES AND ADD-ONS ADDED AS OF DD-MM-YYYY AND NOW SUBJECT TO THIS AGREEMENT

CityView Modules, User Licenses and Add-Ons

CityView Business Licensing
CityView Portal for Business Licensing

5 PAYMENT MILESTONES AND TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: CityView Portal (licensed for Business Licensing) CityView Business Licensing	CityView will: • Send the licensing key for CityView Licenses	\$14,900	Invoiced on execution of the amendment and due net 30 days

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance (year 1 – subject to annual revision), and pro-rated to the City's current renewal period	Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for in-scope, CityView-delivered customizations to product and Select configuration	\$3,725	Invoiced on execution of the amendment and due net 30 days

SCHEDULE F THIRD PARTY SOFTWARE

1 THIRD PARTY SOFTWARE

The following third party software is required but not provided by CityView and must be licensed by Licensee directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

Third Party Software Product	Third Party Vendor	License Terms
Bluebeam Revu	Bluebeam Incorporated	www.bluebeam.com/us/license/eula.asp
Bluebeam Studio Enterprise		
Bluebeam Studio Prime		

CityView agrees to collect the applicable license & subscription fees from Licensee for the Bluebeam Software and shall issue a purchase order to Bluebeam Incorporated on behalf of Licensee for the Bluebeam Software. Bluebeam Incorporated shall deliver the Bluebeam Software directly to Licensee. CityView shall have no responsibility for the Bluebeam Software other than to issue a purchase order in accordance with this paragraph.

By signing this agreement, buyer acknowledges that it agrees with the General Terms as specified in <https://www.bluebeam.com/legal/terms-of-use/>.

SUBJECT: Resolution Approving the 2024 Environmental Advisory Commission Work Plan

MEETING DATE: February 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Ally Sutherland, Environmental Specialist, 651.604.8511

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the 2024 Environmental Advisory Commission Work Plan.

BACKGROUND

The duties and functions of the City's Environmental Advisory Commission (EAC) are defined by City Code 2-4-2. These include advising the City Council on environmental issues including local landfill matters, wetland replacement applications and aircraft noise, and promoting public awareness of local environmental issues. The EAC, City Council and staff found the first annual work plan developed in 2023 to be a helpful guiding document, therefore staff and the EAC have developed the attached 2024 EAC Work Plan to define 2024 priorities. The goals, which were reviewed with the Council at its February 5 work session, are based on the 2023 EAC Work Plan progress, regional trends, community requests, existing city environmental programming, and commissioner requests related to the duties of the EAC. Staff believe the proposed work plan is achievable by December 2024 with support from the city's Environmental Specialist, EAC and available technical assistance.

Upon Council approval of the work plan, staff and the EAC will initiate implementation of work plan action items, which will include future requests for City Council approvals pertaining to specific goals. It is expected that the time needed to support implementation of this work plan will not exceed staff time already budgeted for environmental programming within the Community Development Department. The vast majority of staff time spent on plan implementation will fall into the existing work plan of the Environmental Specialist, whose job duties include coordinating the development and implementation of sustainability projects with the Environmental Advisory Commission.

FISCAL IMPACT

This item is budget neutral for the City.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the 2024 Environmental Advisory Commission Work Plan.

ATTACHMENTS

1. 2024 EAC Work Plan
2. Resolution

2024 ENVIRONMENTAL ADVISORY COMMISSION WORK PLAN

Duties and functions of the City of Inver Grove Heights Environmental Advisory Commission (EAC) are defined by City Code 2-4-2, which include reviewing and advising the City Council on environmental issues and promoting public awareness and understanding of local environmental issues. In 2024, the EAC will work on the following work plan actions with support from the city's Environmental Specialist.

- 1. Support the City's Energy Action Plan.** Extend the Xcel Energy Partners in Energy MOU through 2024 to assist with implementation of the Energy Action Plan.
- 2. Support the City's Solid Waste Abatement Program as related items arise.**
- 3. Support the new Sustainable IGH recognition program.** Sustainable IGH will be launched in Spring 2024. The EAC will help promote the program, review applications, and select awardees.
- 4. Support SolSmart implementation as related items arise.**
- 5. Review landfill expansion applications related to the anticipated Pine Bend Landfill proposed expansion.**
- 6. Incorporate stormwater and groundwater educational items into the EAC agendas.** Invite internal and/or external speakers to educate the EAC on priority topics.
- 7. Incorporate natural resources related educational items into the EAC agendas.** Invite internal and/or external speakers to educate the EAC on priority topics.
- 8. Process other business-as-usual items related to landfills, wetlands, airport noise, and other assigned duties of the Environmental Advisory Commission per City Code 2-4-2.**

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE 2024 ENVIRONMENTAL ADVISORY
COMMISSION WORK PLAN**

WHEREAS, the City of Inver Grove Heights Environmental Advisory Commission (EAC) is established with the powers and duties contained within City Code 2-4-1; and

WHEREAS, the EAC consists of nine members appointed by the Mayor, with consent of the Council; and

WHEREAS, the duties and functions of the EAC include advising the Council on environmental items, including promoting public awareness of local environmental issues; and

WHEREAS, the EAC has developed a 2024 EAC Work Plan (Work Plan) to define 2024 environmental priorities that respond to community requests, support existing programming, and align with regional trends; and

WHEREAS, upon approval of the Work Plan, staff and the EAC will initiate implementation of work plan action items, which includes requesting City Council final approval for each goal, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council hereby approves the 2024 Environmental Advisory Commission Work Plan.

Adopted this 12th day of February, 2024 by the City Council of the City of Inver Grove Heights, Minnesota.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

SUBJECT: Resolution Executing a Memorandum of Understanding Extension with Xcel Energy Partners In Energy for 2024 Energy Action Plan Implementation

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Ally Sutherland, Environmental Specialist, 651.604.8511

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution, executing a Memorandum of Understanding extension with Xcel Energy Partners In Energy for 2024 Energy Action Plan implementation.

BACKGROUND

In March 2021, the City adopted an [Energy Action Plan \(EAP\)](#) developed in partnership with Xcel Energy Partners In Energy and a community stakeholder team. The EAP includes the vision that “Inver Grove Heights will be an innovative and engaged community where energy choices conserve both our natural and financial resources” and includes energy efficiency and renewable energy goals for residents, businesses, and the municipality. The EAP includes a work plan with strategies, tactics, and an implementation timeline through 2030.

The City maintains an active Memorandum of Understanding (MOU) agreement with Xcel Energy to outline how Xcel Energy Partners In Energy will support the City's EAP for the calendar year. The most recent MOU expired in December 2023. An updated MOU is needed to receive no-cost technical assistance from Xcel Energy Partners In Energy in 2024.

The draft 2024 MOU is attached and details how Xcel Energy will support the City in achieving the goals of the EAP. The strategies and support are aligned with EAP goals and the energy related goals included in the 2024 EAC Work Plan. Support detailed in the MOU includes:

- Support residential energy efficiency outreach, with a focus on supporting under-resourced households.
- Support business energy efficiency outreach.
- Help navigating the new federal and state incentives available to the City and community in 2024.
- Support implementation of SolSmart and Sustainable IGH.
- Support renewable energy outreach for residents, businesses, and institutions.
- Facilitate monthly check-in meetings and track community energy data.
- Provide \$2,000 for outreach and education initiatives.

FISCAL IMPACT

The MOU provides the City with up to \$2,000 for outreach and education initiatives, at no cost to taxpayers.

RECOMMENDATION

Staff recommends adoption the attached Resolution, executing a Memorandum of Understanding extension with Xcel Energy Partners In Energy for 2024 Energy Action Plan implementation.

ATTACHMENTS

1. Resolution
2. 2024 Memorandum of Understanding Extension

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

RESOLUTION NO. _____

**RESOLUTION EXECUTING A MEMORANDUM OF UNDERSTANDING EXTENSION
WITH XCEL ENERGY PARTNERS IN ENERGY FOR 2024 ENERGY ACTION PLAN
IMPLEMENTATION**

WHEREAS, Xcel Energy Partners In Energy provides communities in Minnesota no-cost services to develop and implement an energy action plan; and

WHEREAS, the City adopted an Energy Action Plan (EAP) in March 2021, developed in partnership with Xcel Energy Partners In Energy and a community stakeholder team; and

WHEREAS, the City sees value in leveraging no-cost external partnerships, such as Xcel Energy Partners in Energy, to support existing city environmental programming, including the 2024 Environmental Advisory Commission Work Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council authorizes that Mayor Brenda Dietrich act as the legal Sponsor for the project contained in Xcel Energy Partners In Energy and is hereby authorized to execute the Memorandum of Understanding Extension on behalf of the City of Inver Grove Heights.

Adopted this 12th day of February, 2024 by the City Council of the City of Inver Grove Heights, Minnesota.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Memorandum of Understanding Phase 2 – 2024 Implementation Extension

Mayor Brenda Dietrich
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

The intent of this Memorandum of Understanding is to recognize the achievement of the City of Inver Grove Heights in continuing to implement their Energy Action Plan. This document outlines how the City of Inver Grove Heights and Xcel Energy will continue to work together to achieve Inver Grove Heights' Energy Action Plan goals. The term of this joint support, as defined in this document, will extend from January 1, 2024 through December 31, 2024.

Xcel Energy will continue to support the City of Inver Grove Heights in achieving the goals of its Energy Action Plan in the following ways:

Energy Efficiency

- **Strategy:** Provide education and outreach to increase energy efficiency for residents, with a focus on supporting under-resourced households.

Xcel Energy Support:

- Work with the City to develop a residential outreach schedule for 2024.
- Share information specific to income-qualified residents such as energy assistance and low or no-cost programs.
- Create content for outreach campaigns, including social media, newsletter copy, flyers and postcards, environmental e-news, talking points and scripts for events, translation of promotional materials if identified to reach target audiences.
- Update existing materials with new Xcel Energy program information and resources.

- **Strategy:** Provide education and outreach to increase energy efficiency among businesses.

Xcel Energy Support:

- Work with the City to develop a business outreach schedule for 2024.
- Create content for outreach campaigns, including social media, newsletter copy, flyers and postcards to distribute at peer-sharing events.
- Update existing materials with new Xcel Energy program information and resources.

Memorandum of Understanding
Phase 2 Implementation Extension

- **Strategy:** Provide resources and information about federal and state funding and incentives available in 2024 to support energy efficiency projects.

Xcel Energy Support:

- Track progress and share updates on Inflation Reduction Act funds and how to access incentives and rebates for energy efficiency.
- Share resource guide, webinars, and partner resources when updates are available.

Renewable Energy

- **Strategy:** Support SolSmart initiatives to increase solar in the community.

Xcel Energy Support:

- Create promotional collateral for the city's SolSmart participation and designation achievements.
- Provide content and design for community engagement materials.

- **Strategy:** Provide education and outreach to increase renewable energy support and adoption among residents, businesses, and institutions.

Xcel Energy Support:

- Work with the City to develop an outreach schedule for 2024.
- Create outreach materials identifying renewable energy programs and opportunities.
- Connect City staff with renewable energy resources for residents, businesses, and institutions.

- **Strategy:** Provide resources and information about federal and state funding and incentives available in 2024 to support renewable energy projects.

Xcel Energy Support:

- Track progress and share updates on Inflation Reduction Act funds and how to access incentives and rebates for renewable energy.
- Share resource guide, webinars, and partner resources when updates are available.

Sustainability Recognition Program

- **Strategy:** Support implementation and outreach of the Sustainability Recognition Program for residents and businesses.

Xcel Energy Support:

- Provide content and design for promotional and outreach materials, website content for energy portion, and program recognition design.

Memorandum of Understanding
Phase 2 Implementation Extension**Project Management and Reimbursed Expenses**

- Facilitate monthly check-in meetings, track and report energy impacts and activities (process annual data from Xcel Energy).
- Provide up to \$2,000 for reimbursed expenses related to printing and distribution of co-branded marketing materials, venue fees, food, and other related needs associated with outreach and education. Xcel Energy funding will not be provided for the purchase of alcohol.

Support funded by Xcel Energy for these strategies are not to exceed 140 hours. These hours will include those provided through the Partners in Energy team from Center for Energy and Environment and do not include support provided by Xcel Energy internal program staff.

City of Inver Grove Heights commits to supporting the Energy Action Plan to the best of its ability by:

Performing the coordination, tracking, and outreach duties as outlined in the Energy Action Plan that include but are not limited to the following:

Energy Efficiency

- **Strategy:** Provide education and outreach to increase energy efficiency for residents, with a focus on supporting under-resourced households.

City Support:

- Work with Xcel Energy to develop a residential outreach campaign for 2024.
- Leverage communication channels to promote and share calls to action and materials created by Partners in Energy.
- Identify communication needs and target audiences, including income-qualified residents.

- **Strategy:** Provide education and outreach to increase energy efficiency among businesses.

City Support:

- Work with Xcel Energy to develop a business outreach campaign for 2024.
- Leverage communication channels to promote and share calls to action and materials created by Partners in Energy.
- Identify communication needs, target audiences, and peer-sharing events, such as Chamber of Commerce.
- Use city relationships and other public sources to identify buildings that are owned by commercial property groups to facilitate direct engagement with decision makers.

Memorandum of Understanding
Phase 2 Implementation Extension

- **Strategy:** Provide resources and information about federal and state funding and incentives available in 2024 to support energy efficiency projects.

City Support:

- Share funding resources and information on City website, outreach materials, and through communication channels.

Renewable Energy

- **Strategy:** Support SolSmart initiatives to increase solar in the community.

City Support:

- Continue implementing SolSmart initiatives.

- **Strategy:** Provide education and outreach to increase renewable energy support and adoption among residents, businesses, and institutions.

City Support:

- Work with Xcel Energy to develop an outreach schedule for 2024.
- Leverage communication channels to promote and share calls to action and materials created by Partners in Energy.
- Identify communication needs, target audiences, and peer-sharing events.

- **Strategy:** Provide resources and information about federal and state funding and incentives available in 2024 to support renewable energy projects.

City Support:

- Share funding resources and information on City website, outreach materials, and through communication channels.

Sustainability Recognition Program

- **Strategy:** Support implementation and outreach of the Sustainability Recognition Program for residents and businesses.

City Support:

- Distribute promotional and outreach materials and update program website.
- Create program design with support from Xcel Energy.

Project Management

- Participate in coordination and tracking of scheduled check-ins, activities, and events.
- Provide Xcel Energy an opportunity to review marketing materials to assure accuracy when they incorporate the Xcel Energy logo or reference any of Xcel Energy's products or services.

Memorandum of Understanding
Phase 2 Implementation Extension

- Share progress on upcoming sustainability planning as it relates to activities outlined in the Energy Action Plan.

Legal Applicability and Waiver

This is a voluntary agreement and not intended to be legally binding for either party. This Memorandum of Understanding has no impact, nor does it alter or modify any existing Franchise Agreement or other existing agreements between Xcel Energy and Inver Grove Heights. Parties agree that this Memorandum of Understanding is to memorialize the intent of the Parties regarding Partners in Energy but does not create a legal agreement between the Parties. It is agreed by the Parties that nothing in this Memorandum of Understanding will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the Parties. This Memorandum of Understanding is for the benefit of the Parties and does not create third party rights. Nothing in this Memorandum of Understanding constitutes a waiver of Inver Grove Heights ordinances, Inver Grove Heights regulatory jurisdiction, or Minnesota's utility regulatory jurisdiction.

Single Points of Contact

All communications pertaining to this agreement shall be directed to Ally Sutherland on behalf of Inver Grove Heights and Sofia Troutman on behalf of Xcel Energy.

Xcel Energy is excited about this opportunity to support Inver Grove Heights in advancing its goals. The resources outlined above and provided through Partners in Energy are provided as a part of our commitment to the communities we serve and Xcel Energy's support of energy efficiency and renewable energy as important resources to meet your future energy needs.

Memorandum of Understanding
Phase 2 Implementation Extension

For Inver Grove Heights:

For Xcel Energy:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



Request for Council Action

SUBJECT: **Resolution Approving Charitable Gambling Premise Permit Application and Lease for Gambling Activity**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the Charitable Gambling Premise Permit Application and Lease for Gambling Activity for Moose Lodge #1088 to operate at LWS Bierstube, located at 6434 Cahill Ave in Inver Grove Heights.

BACKGROUND

Moose Lodge #1088 has submitted the attached LG214 Premises Permit Application and LG215 Lease for Lawful Gambling Activity for LWS Bierstube, located at 6434 Cahill Ave in Inver Grove Heights. The Moose Lodge currently operates an authorized charitable gambling operation at their own location as well. LWS Bierstube has requested this change of operators at their location.

FISCAL IMPACT

This item has no fiscal impact to the City.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution for Charitable Gambling Premise Permit
2. LG214 & LG215 Premise Permit Application & Lease

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE APPLICATION OF MOOSE LODGE 1088
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT LWS
BIERSTUBE LOCATED AT 6434 CAHILL AVE, INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, The Moose Lodge 1088 has submitted an application Lawful Gambling Premises Permit at LWS Bierstube, 6434 Cahill Ave, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of the Moose Lodge 1088 for a lawful gambling premises permit at LWS Bierstube, 6434 Cahill Ave, Inver Grove Heights, subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 12th day February, 2024.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: Moose Lodge 1088License Number: 00110Chief Executive Officer (CEO) Hubert BauerDaytime Phone: 6512149199Gambling Manager: Peter GaarderDaytime Phone: 6512708468**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: LWS Bierstube

List any previous names for this location:

Street address where premises is located: 6434 Cahill Ave

(Do not use a P.O. box number or mailing address.)

City: **OR** Township:

County:

Zip Code:

Inver Grove HeightsDakota55076

Does your organization own the building where the gambling will be conducted?

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☐

Yes

☒

No

☐

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☐

Yes

☒

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTABank Name: Royal Credit UnionBank Account Number: 4571540360Bank Street Address: 7055 Cahill AveCity: Inver Grove HeightsState: **MN** Zip Code: 55076**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):

City:

State: Zip Code:

MNMNMN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

**CITY APPROVAL
for a gambling premises
located within city limits**

City Name: Inver Grove Heights

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.

On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.

6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of license approval/denial.

[Signature]
Signature of Chief Executive Officer (designee may not sign)

1-29-24
Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

LG215 Lease for Lawful Gambling Activity**LEASE INFORMATION**

Organization:	License/Site Number:	Daytime Phone:
Moose Lodge 1088	00110	6512708468
Address:	City:	State: Zip:
5927 Concord Blvd	Inver Grove Heights	MN 55076
Name of Leased Premises:	Street Address:	
LWS Bierstube	6434 Cahill Ave	
City:	State: Zip:	Daytime Phone:
Inver Grove Heights	MN 55076	6514518073
Name of Legal Owner:	Business/Street Address:	
Jame W Yanz	6434 Cahill Ave	
City:	State: Zip:	Daytime Phone:
Inver Grove Heights	MN 55076	6514518073
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
Same		
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ **New or amended lease.** Effective date: March 1, 2024. Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|---|---|
| ☒ Pull-Tabs (paper) | ☒ Electronic Pull-Tabs |
| ☐ Pull-Tabs (paper) with dispensing device | ☒ Electronic Linked Bingo |
| ☒ Bar Bingo ☒ Bingo | Electronic games may only be conducted: |
| ☒ Tipboards | 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or |
| ☒ Paddlewheel ☐ Paddlewheel with table | 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100. |

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: 10 %, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: 10 %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:

Date:

Signature of Organization Official (Lessee):

Date:

Print Name and Title of Lessor:

Print Name and Title of Lessee:

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032



Request for Council Action

SUBJECT: **Approval of Charitable Gambling Raffle by Church of St. Patrick**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the attached application authorizing a charitable gambling raffle by the Church of St. Patrick.

BACKGROUND

The Church of St. Patrick, located at 3535 72nd St. E in Inver Grove Heights, has submitted the attached charitable gambling application to hold an annual calendar raffle. Sales of the calendars/raffle tickets are planned to begin April 1, 2024 and the drawing is scheduled for June 1, 2024.

FISCAL IMPACT

This action has no fiscal impact to the City.

RECOMMENDATION

Staff recommends approval of the Church of St. Patrick's application to hold a charitable gambling raffle.

ATTACHMENTS

1. LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Church of St. Patrick

Previous Gambling Permit Number: X- 19086-23-031

Minnesota Tax ID Number, if any: 9110954

Federal Employer ID Number (FEIN), if any: 41-0837975

Mailing Address: 3535 72nd Street East

City: Inver Grove Heights State: MN Zip: 55076 County: Dakota

Name of Chief Executive Officer (CEO): Fr. Brian Fier

CEO Daytime Phone: 651-455-6624 CEO Email: bfier@churchofstpatrick.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): bcollins@churchofstpatrick.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Church of St. Patrick

Physical Address (do not use P.O. box): 3535 72nd Street East

Check one:

☒ City: Inver Grove Heights Zip: 55076 County: Dakota

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): June 1, 2024

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Fr. Brian Fier* Date: 1/16/24

(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Brian Fier**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual*; 3) the online class, "Conduct of Raffles"; and 4) the *phone number and email address* of your county's Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
X	1. Tickets are printed in accordance with MN Rule 7861.0310.
X	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
X	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
X	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
X	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
X	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
X	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
X	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
X	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
X	10. Only cash, personal checks, cashier's checks, money orders, travelers' checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
X	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
X	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
X	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
X	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
X	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
X	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
	BINGO
N/A	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
N/A	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
N/A	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
N/A	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
N/A	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
N/A	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
N/A	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
N/A	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
	BINGO AND RAFFLES
N/A	1. Gambling records must be kept for 3½ years. (7861.0310)
N/A	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
Allowable expenses - Gambling funds may be spent for allowable expenses, such as: • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose): • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).	1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

ARCHDIOCESE
OF
SAINT PAUL &
MINNEAPOLIS

OFFICE OF THE CHANCELLOR FOR CIVIL AFFAIRS

January 15, 2019

Reverend Brian Fier
Church of Saint Patrick
3535 72nd St E
Inver Grove Heights, MN 55076

Dear Reverend Fier,

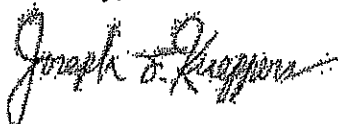
The Church of St. Patrick of Inver Grove, Minnesota, a Minnesota religious parish corporation, is a tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code by reason of a Group Ruling issued to the United States Conference of Catholic Bishops by the Internal Revenue Service on October 24, 2018, which is the latest annual update in a series that began with the original determination of March 25, 1946. A copy of the 2018 Group Ruling is enclosed. The Group Exemption Number is 0928.

The Group Ruling provides that any organizations listed in the *Official Catholic Directory* for 2018 as being an agency, instrumentality and educational, charitable and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, are tax exempt.

The Church of St. Patrick of Inver Grove, Minnesota, is listed in the *Official Catholic Directory* for 2018 on page 1268. A copy of the Archdiocesan section from the directory showing that listing is enclosed.

If you have any questions about the tax exempt status, please contact me.

Sincerely,



Joseph F. Kueppers
Chancellor for Civil Affairs

ENCLOSURES

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: October 24, 2018

Person to Contact:

R. Meyer ID# 0110429

Toll-Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your October 12, 2018, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2018*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2018* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

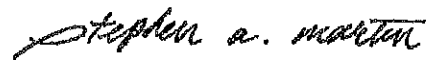
File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN.

Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Request for Council Action

SUBJECT: **Resolution Accepting Donations for Fire & Police Departments**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting \$2,000 in donations to the Police and Fire Departments.

BACKGROUND

In January, the City received two checks from an Inver Grove Heights resident who wishes to remain anonymous. Each check was in the amount of \$1,000, with one made out to the Police Department and one to the Fire Department.

The donor expressed gratitude to both the Fire and Police Departments for their service to the community and placed no restrictions on how the funds were to be used. The Fire Department wishes to save these funds for a future purchase of a Utility Terrain Vehicle (UTV), that would allow firefighters and equipment to better reach some of the more heavily wooded areas of the community. The Police Department would like the funds put towards supplies for K9 therapy wellness initiative.

Both the Fire Department and Police Department would also like to convey their appreciation for this generous donation.

FISCAL IMPACT

Acceptance of this donation will provide \$2,000 in financial resources for public safety purchases and programming.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the donations.

ATTACHMENTS

1. Resolution Accepting Donation

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING \$2,000 IN DONATIONS
FOR THE FIRE & POLICE DEPARTMENTS**

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, an anonymous donor would like to donate \$1,000 to the Fire Department and \$1,000 to the Police Department and has placed no restrictions on how the funds are spent; and

WHEREAS, the Fire Department has requested their \$1,000 donation be set aside for a future UTV purchase and the Police Department has requested their \$1,000 donation be added to their 2024 budget for supplies for K9 therapy; 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 of Inver Grove Heights City Council, that the City does hereby accept the donation of funds in the amount of \$2,000 and commit the funds as follows: \$1,000 towards a future UTV purchase for the Fire Department (101.42.4200.3630000) and \$1,000 added to the Police Department's 2024 budget for supplies for K9 Therapy (101.42.4000.421.60013).

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of February, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Approval of Funding for IRS Arbitrage Payment Due on 2018A & 2019A Bonds**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the use of Fund 392 (2018A Fire Station Bond Fund) to make the arbitrage payment due to the IRS on the City's 2018A & 2019A Bonds.

BACKGROUND

The City contracts with Ehlers, Public Finance Advisors, for ongoing arbitrage calculations on the city's bonds. Arbitrage occurs when a municipality incurs a profit from borrowing funds in the tax-exempt market and investing them in the taxable market. As a tax-exempt bond issuer, the City is subject to strict federal arbitrage compliance rules as a condition of issuance requirements. Any computed profits, which are called rebates, must be paid to the federal government.

In the case of the City's 2018A & 2019A Bonds, used to finance the construction of Fire Station #2, an arbitrage liability, in the amount of \$43,011.47, has arisen due to investment proceeds exceeding bond yield for those two issuances. Payment is due to the IRS by February 26, 2024.

Per reporting by Ehlers, the debt service funds related to these bonds are overfunded due to the interest earned, so the recommendation is to utilize the larger of the two debt service funds: Fund 392, the 2018A Fire Station Bond Fund, to cover this payment.

FISCAL IMPACT

Utilization of Fund 392, the 2018A Fire Station Bonds Fund, will draw down the balance in the fund, potentially minimizing any future arbitrage liability from this issuance.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the use of Fund 392 (2018A Fire Station Bond Fund) to make the arbitrage payment due to the IRS on the City's 2018A & 2019A Bonds.

ATTACHMENTS

1. Resolution

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE USE OF FUND 392, 2018A FIRE STATION BOND FUND
TO MAKE THE ARBITRAGE PAYMENT ON THE CITY'S 2018A & 2019A BONDS**

WHEREAS, arbitrage liability occurs when a municipality incurs a profit from borrowing funds in the tax-exempt market and investing them in the taxable market, and;

WHEREAS, the City, contracts with Ehlers Public Finance Advisors for these ongoing arbitrage calculations on the city's bonds, and;

WHEREAS, the most recent report on the City's 2018A and 2019A bonds reflects an arbitrage liability owing to the IRS in the amount of \$43,011.47, and;

WHEREAS, Ehlers reporting indicates the City's debt service funds (Fund 392 & Fund 393) related to these bonds are overfunded due to the interest earned, so the recommendation is to utilize available balances in the larger of the two debt service funds: Fund 392, 2018A Fire Station Bond to cover this payment.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that, the City Council of the City of Inver Grove Heights approves the use of Fund 392, 2018A Fire Station Bond Fund to make the Arbitrage Payment, in the amount of \$43,011.47, due to the IRS on the City's 2018A & 2019A Bonds.

Adopted by the City of Inver Grove Heights this 12th day of February 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Approval of Hotel Licenses**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve four hotel licenses.

BACKGROUND

The Hotel License is a new business license required by the City of Inver Grove Heights starting in 2024, following recent authorization under state law. The initial licensing period will be from February 1 through December 31, 2024, with future licensing periods following the full calendar year. There are a total of four hotels currently operating in Inver Grove Heights and each one has submitted their license application along with payment.

The four hotels are:

Doing Business As	Location
AmericInn	5861 Blaine Ave
Microtel Inn & Suites	5681 Bishop Ave
Holiday Inn & Suites	5653 Bishop Ave
Corotel Inn & Suites	5492 S Robert Trl

Each application has been reviewed by staff and found to be complete and qualified to hold the license. The four hotels are current on all utility bills, lodging tax and property taxes.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of hotel licenses for the four businesses listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Adoption of Non-Discrimination Policy & Language Access Plan**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Non-Discrimination Policy and Language Access Plan.

BACKGROUND

The City of Inver Grove Heights has existing policies related to non-discrimination in its role as an employer. However, numerous federal grant programs, including the SAFER grant the City received to fund three-years of wages and benefits for 9 new full-time Fire Department positions, now require that recipients also have written policies addressing non-discrimination in the provision of city programs and services, as well as language access plans outlining how individuals with limited English proficiency will be able to access programs, services and information. The attached policy has been developed to reflect the City's intention and process for complying with federal and state civil rights, non-discrimination, reasonable accommodation and language access laws, rules and regulations.

FISCAL IMPACT

Adoption of this policy has no direct financial impact. However, it contributes to the City's ability to qualify for various federal grant opportunities, which have a positive fiscal impact on the City. Implementation of the policy may result in the City incurring some cost for translation and interpreter services moving forward, but those costs are expected to be far less than the amount received through federal grant funding.

RECOMMENDATION

Staff recommends adoption of the attached policy.

ATTACHMENTS

1. IGH Nondiscrimination Policy and Language Access Plan



City of Inver Grove Heights, Minnesota Nondiscrimination Policy and Language Access Plan

Statement of Nondiscrimination

The City of Inver Grove Heights is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, religion, disability, national origin, sex, marital status, familial status, age, sexual orientation, gender identity or language under any and all City programs, services, or activities as administered by its employees, volunteers and contractors. Additionally, the City is committed to ensuring that its programs incorporate access for people with limited English proficiency.

The City of Inver Grove Heights will comply with all federal and state laws regarding civil rights, human rights, non-discrimination and language access, including but not limited to:

- Title VI of the Civil Rights Act
- The Americans with Disabilities Act
- The Minnesota Human Rights Act

The City of Inver Grove Heights will not retaliate against a person who files a complaint or participates in the investigation of a complaint of discrimination or language access or who requests accommodations under the Americans with Disabilities Act.

This information is posted at City Hall and at the Veterans Memorial Community Center, made available on the City's website at www.ighmn.gov, and provided to all employees and volunteers upon hire.

Person Charged with Overseeing this Policy and Plan

The City Administrator is responsible for the creation, implementation and updating of this and all other non-discrimination policies and procedures, including language access, accommodation requests and complaint resolution. The City Administrator shall coordinate with all City departments and the City Council in order to report and to carry out the directives established by this plan.

Reasonable Accommodation Requests

The City of Inver Grove Heights will provide reasonable accommodation(s) to allow individuals with disabilities to access and participate in City programs and services. When possible, the City requests at least three days advanced notice of a request for accommodation.

Requests may be made by contacting the City Clerk during normal City office hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. The City Clerk can be contacted by email at

cityclerk@ighmn.gov, by phone at 651-450-2513, or in person or by US mail at 8150 Barbara Ave, Inver Grove Heights, MN 55077.

Filing a Complaint

Individuals who believe they have been subject to discrimination based on race, religion, disability, national origin, sex, marital status, familial status, age, sexual orientation, gender identity or language may file a complaint with the City Administrator by phone at 651-450-2511, through email at kwilson@ighmn.gov, or by US mail or in person at 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

All complaints involving the City of Inver Grove Heights, its policies or processes, or employees, shall be investigated promptly, within 10 days of receiving the complaint, if possible. This may take longer if the complaint requires a more detailed investigation.

All complaints received will be acknowledged in writing and such acknowledgement will include an outline of the process that will be undertaken in response. Based on the content and details of the complaint, the City may initiate an investigation, gather additional information, and/or conduct interviews with the complainant and others. The City Administrator will advise the City Attorney, the City Council and the complainant of the outcome and/or resolution of the complaint, within the bounds of the Minnesota Data Practices Act.

Complaints may also be filed with the Minnesota Department of Human Rights at mn.go/mdhr or by calling (651) 539-1100.

Language Access Plan (LAP)

for Serving Persons with Limited English Proficiency

The City of Inver Grove Heights has established the following Language Access Plan (LAP) to ensure that individuals with limited English proficiency (LEP) may access the resources, programs and services provided by the City.

An “LEP individual” is defined as “an individual who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.”

The purpose of this plan is to establish strategies for interacting with and providing services to LEP individuals in order to ensure equity and inclusion across the City’s programs and services. Such strategies shall be implemented at no cost to LEP individuals.

Identification and Assessment of LEP Communities

Data from the American Community Survey, available on the website of the U.S. Census Bureau, is used to identify the prevalence of LEP individuals in the community. This data shows that 86.8% of Inver Grove Heights residents speak only English and another 7.8% of residents who speak another language at home also speak English “very well.” Of the remaining residents, approximately 2.9% of the City’s population speaks Spanish at home and does not speak English well, suggesting they may need language services in order to access City programs, services and information. No other language is spoken at home, where English is not also spoken well, by 1% or more of the City’s households.

As the community evolves over time, the City will continue to monitor shifts in population demographics through biennial assessments to ensure that we are adequately tracking LEP representation in our jurisdiction. We will also work to identify LEP individuals in everyday encounters with the public by:

- Utilizing LEP strategies in situations where efforts to communicate in English are unsuccessful;
- Responding to individual requests for language assistance services;
- Using “I Speak” language identification cards or posters;

Language Assistance Services

LEP individuals may interact with the City and its employees, volunteers and contractors in a number of ways including:

- By calling, writing or visiting city buildings and facilities;
- In public meetings and public hearings;
- At community events and outreach programs;
- When seeking or receiving emergency services from the City’s Police and Fire Departments;
- When participating in recreational programming or accessing the amenities at the Veterans’ Memorial Community Center;
- Through written materials and print publications, as well as the City’s website and social media accounts.

Efforts to determine the extent of language assistance services warranted, identified that no language met the 1,000 residents or 5% of population threshold, however Spanish came close

to the 1,000 resident threshold. Due to the very small percentage of LEP individuals speaking any one language and the variety of possible encounters or settings where LEP individual may interact with City departments, most language assistance services will be provided on an “as requested” basis.

Oral Language Assistance

Oral language assistance may be necessitated by encounters with LEP individuals either over the phone, in person, or at public hearings. When one of these encounters occurs, staff members will carry out the following protocol:

For communication over the phone:

The staff member will first make an effort to identify the primary language of the individual. If that staff member is approved as bilingual in the individual's primary language, then that staff member may assist the LEP individual directly. If the staff member has not been approved as bilingual in that language, then the Language Line may be used to communicate with the LEP individual.

For communication in person:

The staff member will first make an effort to identify the primary language of the individual, using an “I Speak” language card if necessary. If that staff member is approved as bilingual in the individual's primary language, then that staff member may assist the LEP individual directly. If the staff member has not been approved as bilingual in that language, then the Language Line may be used to communicate with the LEP individual.

For public meetings and hearings:

An approved interpreter will be provided upon advance request. A phone number will be provided on the written notice of the public meeting or hearing for LEP individuals to call and request an interpreter.

Written Language Assistance

Written language assistance may be necessitated for a number of documents, notices, advertisements, forms, etc. “Vital documents” will be translated proactively and made accessible to the LEP communities previously identified. Documents will be classified as “vital” by balancing the frequency of contact that LEP individuals have with the document, the importance and potential consequences associated with the document, and organizational resources. Documents not considered vital will be available for oral or written translation upon request. Translated documents will also be accompanied with the following disclaimer:

“We are providing the translation to you as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document.”

Guidelines for Interpreters and Translators

While no formal certification is required for interpreters, translators, or staff members, individuals providing interpretation or translation services must:

- Be proficient in and able to communicate information accurately in both English and the other applicable language;
- Understand agency-specific terminology;
- Act in an ethical manner and ensure confidentiality and impartiality in their role as an interpreter/translator;

LEP individuals may bring another individual to provide interpretation who has not been approved for formal interpretation services by the agency. During these encounters, staff will:

- Inform the LEP individual that free language assistance services are provided;
- Use a formal interpreter instead of the informal interpreter, especially if the subject matter of the encounter may be prone to conflicts of interest;
- Avoid the use of minors as informal interpreters unless there is an immediate need.

When working with an interpreter, formal or informal, City staff should:

- Explain to the interpreter the purpose of the communication and the information to be conveyed;
- Briefly explain to the interpreter technical terms that may come up during the communication;
- Avoid the use of acronyms, double negatives, and contractions;
- Speak in short sentences that contain one idea at a time;
- Talk to the applicant and not to the interpreter;
- Enunciate clearly and wait for the interpreter to finish before continuing to the next idea.

Providing Notice of Language Assistance Services

To ensure that members of LEP communities are aware of the free language assistance services available, the following marketing and outreach steps will be taken:

- Provide notification of service availability with materials such as meetings agendas, mailed notices, and programming brochures, and via signage at primary points of public contact.
- Provide "I Speak" language identification cards to front office staff.

Training Staff on Nondiscrimination and LEP Policies and Services

City staff will receive ongoing training on the importance of nondiscrimination and providing meaningful information and services to LEP communities. After completion of the training, staff should understand:

- The nondiscrimination laws covered under this policy;
- The employee's obligation to provide meaningful access to information and services to LEP individuals;
- The protocol for handling various encounters with LEP individuals, as established by this plan;
- How to access translated materials and interpretation services for provision to LEP individuals.

Applicable Laws

This Nondiscrimination Policy and Language Access Plan shall follow and remain in compliance with the following nondiscrimination laws:

- Race, color or national origin: Title VI of the Civil Rights Act of 1964;
- Disability: Section 504 of the Rehabilitation Act of 1973;
- Sex in education programs or activities: Title IX of the Education Amendments Act of 1972;
- Age: Age Discrimination Act of 1975; and

- Religion and Social Services Programs: U.S. Department of Homeland Security regulation 6 C.F.R. Part 19.

Monitoring, Evaluating, and Updating this Plan

The City Administrator will monitor and evaluate the effectiveness of this plan and make updates accordingly. To do this, he/she will make use of the following strategies:

- Seek staff input on the frequency of interactions with LEP individuals and the effectiveness of existing language assistance services;
- Solicit feedback from community-based organizations and other stakeholders;
- Keep current on community demographics;
- Monitor the agency's response rate to suggestions or requests by LEP individuals;
- Maintain a record of available services for LEP individuals and the frequency of their use;
- Maintain a record of funds and staff time spent on language assistance services.
- Observe and evaluate agency interactions with LEP individuals;

Adopted February 12, 2024:

Mayor

ATTEST:_____
City Clerk



Request for Council Action

SUBJECT: **Appointment of Additional Election Judges**

MEETING DATE: February 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, appointing additional election judges for the Presidential Nomination Primary on March 5, 2024.

BACKGROUND

Minnesota Statute 204B.21 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and the appointments shall be made at least 25 days before the election at which they will serve. Also, as part of Minnesota Statute 204B.21 subd. 2 allows the appointing authority to pass a resolution authorizing the appointment of additional election judges within the 25 days before the election if the appointing authority determines that additional election judges will be required.

To date, the Council has appointed 65 individuals to serve as election judges. However, some have since indicated they are unavailable for the Presidential Nomination Primary on March 5. To ensure a good voter experience, staff is seeking the appointment of an additional 22 individuals to serve as election judges.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends adoption of the attached Resolution, appointing additional election judges for the 2024 Presidential Nomination Primary Election.

ATTACHMENTS

1. Resolution Appointing Additional Election Judges

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2024-_____

A RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES

WHEREAS, Minnesota Statute provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, the appointments shall be made at least 25 days before the election at which the election judges will serve;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the individuals listed on the attached Exhibit A are hereby appointed to serve as election judges for the Minnesota State General Election on March 5, 2024 at the hourly rate of \$12.88 for election judges and \$15.19 for head judges; and

BE IT FURTHER RESOLVED that the election judges hereby appointed shall be in addition to those previously appointed by action of the City Council and may be further supplemented by subsequent action of the City Council; and

BE IT FURTHER RESOLVED that the City Clerk and/or the Deputy Clerk are hereby authorized to assign duly appointed election judges to individual precincts and to specific tasks and duties as needed for the effective and efficient conduct of election operations and to designate Head Election Judges from within those election judges appointed by the City Council.

DATED this 12th day of February 2024.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A: 2024 Election Judges for the City of Inver Grove Heights, MN

Name
Peter MacInnes
Jacquelyn Schreiber
Kate Ayers
Daniel Heesch
Jason Cooke
Warren Robinson
Alan Egging
Stephanie Savoie
Erika Brandt
Tom Kieffer
Paulette Stark
Shelley McLees
Joan Davenport
Karen Geene
Dan Dahlke
Megan Torgerson
Eugene Jensen
Julie Hammons
Michael Pliml
Gary Lothenbach
Jeanne Tschida
Richard Graves



Request for Council Action

SUBJECT: **2024 Tobacco License Renewals**

MEETING DATE: February 12, 2024
ITEM TYPE: Public Hearing
CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to conduct a public hearing and consider approval of renewal applications for two remaining tobacco retail licenses for the 2024 calendar year.

BACKGROUND

A total of 28 Inver Grove Heights retailers held active tobacco licenses issued by Dakota County with an expiration date of December 31, 2023. For 2024 and beyond, responsibility for issuing these licenses has been taken on by the City. Most license renewals have already been processed and approved, but not all were submitted by the original deadline.

The following two renewal applications are therefore being brought forward for a public hearing and Council consideration at this time:

Doing Business As	Location
Walgreens #06943	4560 S Robert Trl
Pilot Travel Centers	11650 Courthouse Blvd

The license applications submitted by the above-listed businesses have been reviewed by staff and found to be complete and qualified for renewal.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends holding a public hearing and then approving the tobacco sales license renewals listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Rental Housing Licenses**

MEETING DATE: February 12, 2024

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:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
7686 Addisen Path	HPA Borrower 2018-ML LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
7701 Barbara Ave	SFR Acquisitions 3 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
7456 Boyd Ave	SFR Acquisitions 3 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
4750 Brent Ave	SFR Acquisitions 2 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
3580 69th St E	SFR Acquisitions 3 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
7652 Addisen Path	HPA Borrower 2019-2 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN

8974 Coffman Path	HPA Borrower 2018-1 MS LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
7810 Barbara Ave	Francis Hickey St Paul Park, MN	Francis Hickey St Paul Park, MN
4811 Blaine Ave	Buryville Companies LLC Sauk Rapids, MN	Allen Dressely Cottage Grove, MN
4897 Bivens CT	Jennifer Ratts Cottage Grove, MN	Jennifer Ratts Cottage Grove, MN
8132 Clifford Cir	Bridge SFR VI Borrower 3 LLC Charlotte, NC	Samantha Johnson Maple Grove, MN
1462 80th St E Townhomes North	Crossings IGH LLC Little Canada, MN	Camille Horne Minneapolis, MN
1462 80th St E Townhomes South	Crossings IGH LLC Little Canada, MN	Camille Horne Minneapolis, MN
1462 80th St E Apartment	Crossings IGH LLC Little Canada, MN	Camille Horne Minneapolis, MN
4741 Blaine Ave	Matthew & Renae Bonin Cottage Grove, MN	Matthew Bonin Cottage Grove, MN
3811 66th St	Francis Hickey St Paul Park, MN	Francis Hickey St Paul Park, MN
7810 Barbara Ave	Francis Hickey St Paul Park, MN	Francis Hickey St Paul Park, MN
4901 Bisset Ln	Buryville Companies LLC Sauk Rapids, MN	Allen Dressely Cottage Grove, MN
7412 Banning Way	HPA II Borrower 2020-1 GA LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
4899 Bisset Ln	Matthew & Renae Bonin Cottage Grove, MN	Matthew Bonin Cottage Grove, MN
2448 49th St E	Buryville Companies LLC Sauk Rapids, MN	Allen Dressely Cottage Grove, MN
3816 67th St	Francis Hickey St Paul Park, MN	Francis Hickey St Paul Park, MN

4703 Blaine Ave	Buryville Companies LLC Sauk Rapids, MN	Allen Dressely Cottage Grove, MN
1435 56th St E	SFR Acquisitions 3 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
4819 Bisset Ln	Matthew & Renae Bonin Cottage Grove, MN	Matthew Bonin Cottage Grove, MN
8754 Bechtel Ave	Estelle Amaud- Battandier Lakeville, MN	Estelle Amaud- Battandier Lakeville, MN
2590 49th St E	Matthew & Renae Bonin Cottage Grove, MN	Matthew Bonin Cottage Grove, MN
8553 Bechtel Ave	Joseph & Keri Wyman Big Lake, MN	Joseph & Keri Wyman Big Lake, MN
4888 Bisset LN	Bonin Properties LLC Cottage Grove, MN	Matthew Bonin Cottage Grove, MN
7870 Barbara Ave	Francis Hickey St Paul Park, MN	Francis Hickey St Paul Park, MN
4911 Bisset Ln	Hadley Investments LLC Cottage Grove, MN	Allen Dressely Cottage Grove, MN
7481 Cloman Way	SFR Borrower 2021-2 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
3848 67th St E	SFR Acquisitions 3 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN
4843 Bisset Ln	Buryville Companies LLC Sauk Rapids, MN	Allen Dressely Cottage Grove, MN
8812 Brunell Way	Ruby Baker Peoria, AZ	Ruby Baker Peoria, AZ
8779 Brunell Way	Future Assurance LLC Sunfish Lake, MN	Richard Braun Sunfish Lake, MN
8792 Brunell Way	Richard Braun Sunfish Lake, MN	Richard Braun Sunfish Lake, MN
8795 Brunell Way	RHB Advantage 401K Sunfish Lake, MN	Richard Braun Sunfish Lake, MN

8708 Brunell Way	8908 Brunell Way LLC Sunfish Lake, MN	Richard Braun Sunfish Lake, MN
4905 Bisset Ln	James & Amy Leshner Woodbury, MN	James & Amy Leshner Woodbury, MN
1162 82nd St E	Hokawy LLC Carlsbad, CA	Cherlyn Ludwig Mound, MN
4835, 4855, 4865 Babcock	Southview Leased Housing LLC Minneapolis, MN	Bethke, Richard Minneapolis, MN
1780-1910 52nd St E	Pearlwood Estates LP Tea, SD	Heather McCarthy Lakeville, MN
3797 75th St E	Joshua & Thao Hazel Cottage Grove, MN	Joshua Hazel Cottage Grove, MN
7575 & 7585 Cloman Way	Buron Lane Real Estate St. Paul, MN	Michael Brazil West St Paul, MN
8646 Bernard Path	Dublin Investments LLC St Michael, MN	Erik Eveland St Michael, MN
2113 78th Ct E	1031 Sunrise Properties LLC Eagan, MN	Ronald Richins Eagan, MN
2550 49th St E	Phuong Nguyen Prior Lake, MN	Hoanh Lai Prior Lake, MN
4868 Boatman Ln	Nickolas Robbins Inver Grove Heights, MN	Jeremy Hollingsworth Lakeville, MN
1840 55th St E	Jim, Li St Paul, MN	Jim, Li St Paul, MN
8163 Darcy LN	Jennifer Rovere Shakopee, MN	Jennifer Sobota Shakopee, MN
6840 Benton Way	Timothy Wenzel Somerset, WI	Christopher Mauzy Lakeville, MN
6983 Archer Ct	Kolan Investments MN2 Eagan, MN	Madhusudham Kolan Eagan, MN
4707 Blaine Ave	Chelsea Crego Inver Grove Heights, MN	Chelsea Crego Inver Grove Heights, MN
4696 Blaine Ave	Gerald & Jacqueline Loye South St Paul, MN	Anthony Cudo South St Paul, MN

4683 Blaine Ave	Gerald & Jacqueline Loye South St Paul, MN	Anthony Cudo South St Paul, MN
2600 75th St E, #217	A & H Investments LLC Eagan, MN	Jennifer Spadine Minneapolis, MN
2600 75th St E, #215	A & H Investments LLC Eagan, MN	Jennifer Spadine Minneapolis, MN
4781 Blaine Ave	William & Kum Dannewitz Woodbury, MN	Kum Dannewitz Woodbury, MN
8093 Darcy Ln	Dheeraj & Namita Gupta Plymouth, MN	Dheeraj Gupta Plymouth, MN
4835 Bisset Ln	Rentals LLC Inver Grove Heights	Stacy Marion Inver Grove Heights
6952 Archer Trl	Sujith & Srujana Kolan Lakeville, MN	Sujith Kolan Lakeville, MN
6974 Archer Ct	Anil Sodadasi & Pushpa Manukonda Shakopee, MN	Anil Sodadasi Shakopee, MN
6830 Craig Ct	Hernan Carreira Bedminster, NJ	Hernan Carreira Bedminster, NJ
8009 Delano Way	SFR Borrower 2022-1 LLC Chicago, IL	Richmond Fiksdal Minneapolis, MN

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



Request for Council Action

SUBJECT: **First Reading of Ordinance Amending City Code
Related to Residential Accessory Structures**

MEETING DATE: February 12, 2024
ITEM TYPE: Regular Business
CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider the first reading of the attached Ordinance, amending the City Code as it relates to residential accessory structures.

BACKGROUND

In recent years, the City Council has considered multiple requests for variances from the zoning chapter of the City Code as it relates to accessory structures on larger residential lots. As a result, in the summer of 2023, the Council directed staff to draft an Ordinance that would amend the accessory structure requirements; specifically to:

1. Increase the maximum size of accessory structures allowed on lots greater than five acres, using a range to determine size, not a ratio method.
2. Provide residential parcels that do not have an attached garage the flexibility to have an additional detached structure for this purpose.

As a result, the attached Ordinance has been prepared, which would increase the maximum accessory structure size allowed for lots of five acres or more in the Agricultural (A) and Estate Residential (E-1) zones. Under the draft ordinance, the allowable size for residential accessory structures would be as follows:

For single-family residential uses in all E-2, R-1 and R-2 Zoning Districts			
	Lot Size	Total Combined Size of Allowable Accessory Structures	Maximum # of Structures
<i>No Change</i>	All lot sizes	1,000 gross sq feet	1

For single-family residential uses in the A or E-1 Zoning Districts			
	Lot Size	Total Combined Size of Allowable Accessory Structures	Maximum # of Structures
<i>No change</i>	< 2.5 acres	1,000 gross sq. feet	1
	2.5 to 3.39 acres	1,600 gross sq. feet	1
	3.40 to 4.99 acres	Lots size x 480 sq ft	1
<i>Proposed change</i>	5.00 to 7.49 acres	3,000 gross sq. feet (currently 2,400 sq. ft.)	2
	7.50 to 9.99 acres	3,500 gross sq. feet (currently 2,400 sq. ft.)	2
	10.00 acres or more	3,750 gross sq. feet (currently 2,400 sq. ft.)	2

Language is also proposed that would allow a residential property without an attached garage to have an additional detached structure up to 500 square feet. Finally, some minor changes to the ordinance include adding a definition of gross square feet and removing a sentence that requires separation from the principal structure. Also, the City Code currently does not limit the number of structures allowed that are 120 square feet or less. Staff is proposing that no more than two accessory structures of 120 square feet or less be allowed on residential property.

Please refer to the attached Planning Commission memo dated September 19, 2023, for additional background information.

FISCAL IMPACT

NA

RECOMMENDATION

Planning Commission: At its September 19, 2023 meeting, the Planning Commission held a public hearing and then voted to recommend approval of the Ordinance, with minor changes to the language regarding gross floor area verses gross square feet. These changes are incorporated into the attached draft ordinance.

Planning Staff: Staff recommends approval of the first reading of the attached ordinance.

ATTACHMENTS

1. Draft Ordinance - First Reading
2. Planning Commission Recommendation
3. Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTER 15, SECTION 18, ACCESSORY STRUCTURES, TITLE 10,
CHAPTER 7, SECTION 2.B BULK STANDARDS, TITLE 10, CHAPTER 8A, SECTION
2.B BULK STANDARDS AND TITLE 10, CHAPTER 2, SECTION 2, DEFINITIONS
RELATED TO ACCESSORY STRUCTURE STANDARDS

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

Section One. Amendment. Title 10, Chapter 15, Section 18, **ACCESSORY STRUCTURES**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

A. Each detached accessory structure to single-family residential uses in all E-2, R-1 and R-2 zoning districts shall not exceed a total maximum gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots in the E-2, R-1 and R-2 zoning districts shall be limited to one.

B. On lots of five (5) acres or more, but less than 7.50 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total gross floor area of three thousand (3,000) gross square feet. On lots 7.5 acres or more but less than 10 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total of three thousand five hundred (3,500) gross square feet. On lots 10 acres and greater, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total of three thousand seven hundred fifty (3,750) gross square feet. The gross floor area square feet figure may exclude any usable attic space or loft space. ~~The total number of all detached accessory structures on lots of five (5) acres or more in size in the A or E-1 zoning district shall be limited to two (2).~~ On lots of five (5) acres or more in size in the A or E-1 zoning district, the maximum number of detached accessory structures is two (2).

C. On lots of 2.5 acres or more, but less than 3.4 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed ~~a gross floor area~~ gross of one thousand six hundred (1,600) gross square feet. On lots 3.4 acres ~~or more, but less than~~ in size up to five (5) acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area ~~square feet~~ square feet equal to the lot size (in acres) multiplied by four

hundred and eighty (480). The gross ~~floor area~~square feet figure may exclude any usable attic space or loft space. ~~The total number of all detached accessory structures on lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning district, shall be limited to one. On lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning districts, the maximum number of detached accessory structures is one (1).~~

D. On lots of less than 2.5 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed ~~a gross floor area~~ square feet of one thousand (1,000) gross square feet. The gross ~~floor area~~ square feet figure may exclude any usable attic space or loft space. ~~The total number of all detached accessory structures on lots of less than 2.5 acres in size in the A or E-1 zoning district shall be limited to one. On lots of less than 2.5 acres in size in the A or E-1 zoning districts, the maximum number of detached accessory structures is one (1).~~

E. In all residential zoning districts (R, E and A) there shall be a minimum space of six feet (6') between the principal and accessory structure unless attached, and a minimum space of six feet (6') between all other accessory structures.

E. Each residential lot with a principal building is allowed attached garage space or one detached garage up to 500 square feet, in addition to an accessory building or buildings as allowed per this section.

F. Detached accessory structures in the A and E-1 zoning districts that exceed ~~a gross floor area~~ square feet of one thousand (1,000) gross square feet must maintain a fifty foot (50') minimum setback from all property lines.

G. In no zoning district may an accessory structure be constructed on a lot prior to the construction of the lot's principal structure.

H. Exceptions to the requirements contained in this section relating to accessory structures are as follows:

1. In addition to the accessory structures allowed in Section 18, parts A-E above, up to two (2) accessory structures of no more than one hundred twenty (120) square feet per structure are allowed ~~(2) accessory structures to as permitted additional small accessory structures for~~ single-family residential uses in all A, E and R zoning districts ~~each with gross floor areas square feet of one hundred twenty (120) square feet or less.~~
2. In the A and E-1 zoning districts, accessory structures used exclusively for agricultural purposes are exempt from the standards in this Section 18.
2. ~~Accessory structures to principal agricultural uses (i.e., farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the city council) in the A and E-1 zoning districts.~~

Section Two. Amendment. Title 10, Chapter 7, Section 2(B) of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

B. Accessory Structure Standards:

Maximum size: <u>Lot size $\geq$ 10 acres</u> <u>Lot size 7.5 acres – 9.99 acres</u> <u>Lot size 5 acres – 7.49 acres</u> <u>Lot size $\geq$ 5 acres</u> Lot size 3.4 acres - 5 <u>4.99</u> acres Lot size 2.5 - 3.3 acres Lot size < 2.5 acres	A total of: <u>3,750 gross square feet in no more than two buildings</u> <u>3,500 gross square feet in no more than two buildings</u> <u>3,000 gross square feet in no more than two buildings</u> <u>2,400 square feet</u> Lot size (in acres) multiplied (x) by 480 = maximum gross square feet <u>limited to one building</u> 1,600 gross square feet <u>limited to one building</u> 1,000 gross square feet <u>limited to one building</u>
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Note:

1. Accessory structures used exclusively for agricultural purposes are exempt from these standards.
2. See Chapter 15, Section 18 of this title for applicable accessory structure performance standards.

Section Three. Amendment. Title 10, Chapter 8A, Section 2(B) of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

B. Accessory Structure Standards:

Maximum size: <u>Lot size $\geq$ 10 acres</u> <u>Lot size 7.5 acres – 9.99 acres</u> <u>Lot size 5 acres – 7.49 acres</u> <u>Lot size $\geq$ 5 acres</u> Lot size 3.4 acres - 5 <u>4.99</u> acres acres Lot size 2.5 - 3.3 acres Lot size < 2.5 acres	A total of: <u>3,750 gross square feet in no more than two buildings</u> <u>3,500 gross square feet in no more than two buildings</u> <u>3,000 gross square feet in no more than two buildings</u> <u>2,400 square feet</u> Lot size (in acres) multiplied (x) by 480 = maximum gross square feet <u>limited to one building</u> 1,600 gross square feet <u>limited to one building</u> 1,000 gross square feet <u>limited to one building</u>
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Note:

1. Accessory structures used exclusively for agricultural purposes are exempt from these standards.
2. See Chapter 15, Section 18 of this title for applicable accessory structure performance standards.

Section Four. Amendment. Title 10, Chapter 2, Section 2, DEFINITIONS of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

Gross Square Feet (GSF): The sum of the horizontal areas of each story of the building measured from the exterior face of the exterior walls.

Section Five. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2024.

CITY OF INVER GROVE HEIGHTS

By:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 19, 2023

SUBJECT: B. Consider an Ordinance Amendment to Title 10 of the City Code (Zoning Regulations) to increase the maximum allowed size of accessory buildings on lots greater than five (5) acres in the A, Agricultural District and E-1, Estate Residential District and to amend other accessory structures language in Section 10-15-18. (Case No. 23-39ZA).

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice. No notices were mailed out.

Presentation of Request

Associate Planner Heather Botten stated staff are proposing a couple of ordinance amendments to the accessory structure ordinance based on Planning Commission recommendations, and discussions and direction from the City Council.

Minor Amendments/Changes:

- Remove the structure separation
 - Current code requires a 6-foot separation between a principal structure and an accessory structure.
 - Regulated by the building department in the inspections code.
 - The recommendation is to strike this completely from the zoning code and let the inspections department handle.
 - Can go closer than 6 feet based on fire walls and other building code requirements.
- Currently there is no limit on the number of structures that are 120 square feet or less.
 - Discussions have suggested the possibility of having a limit.
 - Staff agrees and came up with a recommendation of limiting it to 2 in all residential zoning districts.
 - This would be separate from the accessory structure requirements.
- Adding a definition of gross square floor area.
 - Current code talks about gross square footage. Code has a floor area definition that speaks of the inside measurement.
 - Staff found, after speaking with the inspections department, that they look at exterior dimensions which is easier when doing aerial measurements and calculating to have the gross floor area definition.

Larger Proposed Changes:

- Increase the size for accessory buildings on lots greater than 5 acres.

What is being added:

 - Lots greater than 5 to 7.49 acres are allowed up to 3,000 gross square feet
 - 7.5 to 9.99 acres, 3,500 square feet
 - Lots greater than 10 acres would be allowed a detached accessory building up to 3,750 square feet
 - For properties zoned Ag. or E-1
 - Parcels zoned R-1C or other zoning criteria would not fall under this

Current code has a maximum of 2,400 square feet for anything greater than 5 acres.

- Lots that do not have an attached garage have to follow the same requirements as a lot that has an attached garage.
 - Language would be: Allows a residential property that does not have the allowed attached garage, to have one additional detached accessory building up to 500 square feet.

Planning Commission Discussion

Commissioner Weber referenced the gross floor area versus gross square footage. Gross square footage includes outside/exterior walls. Gross floor area is denoted in insurance regulations as “only interior usable space”. He said his issue with this definition is when referencing gross floor area, it contradicts every insurance code he has ever known and contradicts what he considers as usable gross floor area. Gross square footage includes exterior walls. For example, when referencing what someone can utilize, if only allowed to build a 2,400 square foot space, they should have 2,400 square feet of usable interior space. Choosing a 2x6 wall instead of a 2x4 wall should not hinder the inside use.

Associate Planner Botten replied code speaks of total gross floor area and gross square feet. She asked if it would help to change the definition to gross square feet.

Commissioner Weber suggested being consistent in the language or if talking gross floor area, they would have to change all amounts to be the interior dimensions.

Associate Planner Botten replied that staff were looking to get the exterior dimensions.

Commissioner Weber replied it has to be gross square footage. Gross floor area is the usable space interior.

Associate Planner Botten said if the Commission was not comfortable with gross floor area, they could make the recommendation to have it changed to gross square feet.

Commissioner Weber suggested it be consistent with the maximum size in everything that is discussed.

Commissioner Heidenreich asked how acreage is calculated for the city. For example, he looked up the properties along Akron Avenue, there was an anomaly in how the properties were titled or deeded. It goes to the center line of Akron Avenue all the way from the Inver Grove line to about 250 feet short of Cliff Road. Those are 5-acre deeded properties. The County website states 5 acres, but 0.23 is the right of way, Inver Grove says it is a 4.78-acre property. He asked for the purpose of this rule and if that would be considered a 5-acre property.

Associate Planner Botten replied for the purpose of calculating lot size for anything, staff looks at the County website which has total square footage. The right of way listed is subtracted, giving the lot size for buildable area.

Commissioner Heidenreich said as the area develops more, they may want to widen the road at some point, those properties would all be affected. He asked if the rule applies to riparian properties, they cannot count the acreage under the lake.

Associate Planner Botten replied that was correct.

City Planner Hunting replied in definition, the land is anything that is above the ordinary high-water mark. There is a definition for lot area that excludes right of way or road easements,

private road easements. They are defined in the city code.

Commissioner Heidenreich stated the city and county charged property tax based on 5 acres, not 4.7. He asked if there was a way to get a refund.

Associate Planner Botten replied they should check with the county; the tax value may be on the lesser size.

Chair Niemioja suggested addressing the 2-120 square foot structures. She asked if they could have two (2) and if any more over that would count as total square footage, or if they were counted toward accessory numbers.

Associate Planner Botten replied it would be counted toward the one accessory building allowed.

Commissioner Teiken mentioned there was an applicant previously before the Planning Commission and the Commission was struggling with the size of an accessory structure and the size of the applicant's lot. The Commission was aware an ordinance change was coming. He asked if this was the ordinance they were discussing at that time.

Associate Planner Botten replied in the affirmative.

Commissioner Teiken asked if the numbers being discussed would be a potential solution to that problem.

Associate Planner Botten replied the individual tabled his request, it has not been brought before the Council, but is waiting for this ordinance amendment to go through. She could not recall if this addresses the issue.

Commissioner Weber asked if there was a reason why the ratio does not continue up. For example, a 10-acre lot multiplied by 480 is only 4,800 square feet.

Chair Niemioja asked about a 50-acre lot.

Commissioner Weber replied they would never see an accessory building on a 50-acre lot because they have 50 acres. A 50-acre lot multiplied by 480 is only 24,000 square feet. His thoughts were if owning more land, they should be allowed to utilize it.

Associate Planner Botten responded that could be proposed. The direction from Council and staff is that there should still be a limit on the maximum allowed. Regarding the ratio, staff discussed the fact that it is difficult to determine each person's property. It was easier to have a couple of different categories versus each lot having its own requirement and trying to track it.

Commissioner Clancy referenced the detached garage section of the ordinance change and asked if this language grandfathered in all lots that previously had a detached garage structure greater than 500 square feet. He questioned if they would be granted leniency if coming forward with a building department request to move forward, or if they would need a variance request.

Associate Planner Botten responded if a property does not have an attached garage and they would still be allowed the one detached structure up to 1,000 gross square feet. If wanting to come in for a second structure, they would be limited to 500.

Commissioner Heidenreich referenced the last sentence in paragraph B where it states “the total number of detached accessory structures on lots 5 acres or more is limited to 2”. He asked if that was 2,400 each.

Associate Planner Botten replied no, it is gross square feet.

Commissioner Clancy said it would just be allowed in the total of allowed detached accessory structure. For example, if someone had a 750 square foot detached garage before. He was assuming that would be subtracted from the total amount of square footage.

Associate Planner Botten replied if the lot is less than five acres, and the existing structure is over 500 square feet, the secondary one would have to be limited to 500 square feet. If they already have two structures and both are over 500 square feet, they would be grandfathered in.

Commissioner Weber asked if they would treat the existing detached garage as an accessory structure.

Commissioner Clancy said it looks like they are attempting to correct the penalty of a detached garage immediately hitting the total accessory structure square footage.

Commissioner Weber said if having a house with a detached garage per the new code, they could have two accessory structures. He asked if a current detached garage is over the square footage of what the new code says, if it would be treated as an accessory structure or left alone as a detached garage.

Associate Planner Botten replied she would count that as the up to 1,000 square feet allowed, the big structure. They would be allowed a second structure up to 500 square feet, if there is not an attached garage. They would only be able to build one more building, two total.

Commissioner Clancy asked if they were not looking at the detached garage as an accessory building.

Associate Planner Botten replied if under 5 acres, they are only allowed the one detached structure. If there is no attached garage, they would be allowed a secondary one. If having more than 5 acres they would be allowed two. If having two structures with a gross square footage of 3,750, over 10 acres, and do not have an attached garage, could have a third structure of 500 square feet because that is in lieu of an attached garage.

Commissioner Clancy asked if someone already had an existing detached garage greater than 500 square feet and wanted to build two accessory structures total, 3,750 gross square feet, if they would get flagged because the detached existing garage is over 500 square feet, they are counting toward the total allowed on the site. He asked if they would be grandfathered in and given leniency.

Associate Planner Botten replied the one that is already over is counted toward the gross square footage allowed on the property. It could be added onto to be up to 1,000 square feet, whatever the maximum is, or a second structure could be built at 500.

Commissioner Heidenreich mentioned the last sentence could be better written to state the total number of buildings/all detached structures on lots of 5 acres or more, in a zoning district, shall

be limited to 2. He suggested the square footage issue be addressed.

Commissioner Weber said the line contradicts lots without an attached garage like they are trying to add. He said it sounded like they could have a detached garage plus two more buildings.

Associate Planner Botten replied there were not many lots in the city that don't have an attached garage. It is fewer for lots greater than 5 acres. She said it an additional section calls out special lots that do not have an attached garage. She does not want it to be confused with the bulk standards of the remainder of size requirements.

Commissioner Weber referenced an applicant who came in wanting a detached garage but already had an accessory building on the property. It was denied because of that. He questioned if the new rule would allow that applicant to be able to get the garage.

Associate Planner Botten replied yes, up to 500 square feet.

Commissioner Heidenreich asked if the distance of the setback was measured from the foundation of the home to the property line or the roofline.

Associate Planner Botten replied the foundation, as long as the roof line does not exceed two (2) feet.

Commissioner Heidenreich mentioned it does not say that where he was referencing.

Associate Planner Botten replied it is referenced in a different part of the code for setbacks.

Commissioner Heidenreich said if deeded 5 acres, it does not matter that somebody drives their car on it. The property is the size the property was when purchased.

Associate Planner Botten replied that is a separate part of the ordinance.

Commissioner Weber suggested leaving right-of-way alone because it can be used as a practical difficulty. He mentioned that the gross floor of the main level was discussed by the City Council, they do not care if there is a basement underneath. He asked per this code, if it would be square footage per each level.

City Planner Hunting replied it has always been interpreted that way. It could be below ground but was still floor area.

Opening of the Public Hearing

There were no comments; Chair Niemioja closed the public hearing.

Planning Commission Discussion

Chair Niemioja suggested the decision begin with 10-15-18 on 5 acre lots or more, but less than 7.5 acres.

Commissioner Weber said he would like to see the ratio continue up to 10 acres. After 10 acres, there would be a cap of 4,800. If someone wants one larger than that they would have to make application for a variance.

Commissioner Wippermann was concerned about when the guidelines were originally put in

place. One of the considerations was not wanting to encourage these buildings be used for business or commercial uses. The larger they are, the more likelihood someone would. He did not believe they wanted to encourage that in a residential area. He would not suggest beyond 3,750. It is a 50% increase over 2,400.

Commissioner Weber asked if there was strong language regarding home occupations.

Associate Planner Botten replied there is language in code but, it is harder to regulate and easier to hide on larger lots.

Commissioner Heidenreich agreed that was also his concern. They already have regulations. He said they shouldn't say someone might want to use it as a business therefore nobody could have a larger structure. He felt that was overregulating.

Chair Niemioja said this was a huge jump, she was thinking of the mission and goals of the city. Niemioja referenced 7.5 acres or more but less than 10 acres, stating some from the Commission were in favor of the ratio and some for the proposal. She asked about opinions on lots over 10 acres. She mentioned it could be capped at the ratio where others may cap it at 3,750 square feet.

Commissioner Clancy said both felt arbitrary to him, it was difficult to draw the line without studies and publications. He said he could see respecting the wishes of what the people who built the city were trying to do. They are meeting a good halfway point of increasing the size of buildings as if to say that they acknowledge the growing need for more square footage for accessory structures. He said in respect to the wishes of previous and fellow citizens of the city, they are trying to control that level of growth; this is a good half way point. He said he would be inline to support the language as it currently stands.

Commissioner Weber shared that he liked the ratio because they were actually granting 600 more square feet for a 5-acre lot than he would. With his ratio it would be left at 2,400 square feet for a 5-acre lot. He said the largest concern is giving larger buildings on smaller lots when they are giving additional square footage on a 5-acre lot than they have ever thought about giving. He suggested a 5-acre lot at 2,400 square feet and a 10-acre lot having a maximum square footage of 4,800 square feet. He said he felt the ratio fits well with lot sizes and is an easy number to go with.

Chair Niemioja appreciated the comparison to other cities. She said she was thinking more along the lines of areas such as Rosemount, Farmington, and Cannon Falls. She said they were already being generous. She understands the ratio as it's more tailored to each lot, but seemed like more labor to her.

Commissioner Heidenreich said he is in favor of the ratio. He suggested it go down to 4.5 acre lots and up to 10; stopping at 10. They do not have to use the ratio number listed; they could recalculate the ratio number. He said the entire code seems messy.

Chair Niemioja asked how Commissioner Heidenreich would recalculate the ratio.

Commissioner Heidenreich replied he has not put that much thought into it.

Commissioner Weber mentioned 480 was an easy number to work with. It takes the jump from 2,400 to 3,000 on a 5-acre lot. If an individual does not like the ratio applied number in

comparison to their acres they would have to file for a variance.

Commissioner Wippermann said he does not have a problem with what is being proposed by staff.

Planning Commission Recommendation

Motion by Wippermann, Second by Twedt, to Adopt the Proposed Ordinance Language in Section 10-15-18, Letter B.

Ayes: 6

Nays: 2 (Weber, Heidenreich) Motion carried.

Motion by Weber, Second by Presley, to Strike Letter E. from the Building Separation in the Building Code.

Ayes: 8

Nays: 0 Motion carried.

Motion by Weber, Second by Clancy, to Approve Letter H. of 10-15-18, Accessory Structures, as written.

Ayes: 8

Nays: 0 Motion carried.

Commissioner Clancy said if an applicant came forward with a lot large enough to warrant the review of two additional accessory structures, in addition to a 500 square foot garage, that would be fine for this language. If the individuals detached existing garage was already over 500 square feet, it sounded like that structure would be applied toward that total.

Commissioner Heidenreich said they should be given an exemption for the first 500 feet off the total number.

Commissioner Weber said that was where he was confused. He asked if they receive the 500 plus the 2 additional.

Associate Planner Botten replied if the lot is over 5 acres, they would be allowed two additional. At 5 acres, they would be allowed 3,000 square feet. They would be allowed a third structure with an additional 500 square feet.

Commissioner Heidenreich said if the third structure was 800 already, where the 300 would come off.

Commissioner Weber replied it would come off of the 3,000 total. If having an 800 square foot structure, would get 2,700 additional.

Chair Niemioja asked what would happen if someone takes their attached garage and converts it into a living space and then builds a detached garage. She asked if they would be covered under this language because they no longer have the attached garage.

Commissioner Weber replied some may have converted their single stall tuck under garage into a bedroom space; they would be allowed to have a 500 square foot detached accessory garage.

Motion by Clancy, Second by Weber, to Approve the New Language for Lots without an Attached Garage as Personally stated in the Commission packets.

Ayes: 8

Nays: 0 Motion carried.

Motion by Weber, Second by Clancy, to Approve the Measurement size of an Accessory Structure Language and changing the gross floor area to gross square footage, including all written language.

Ayes: 8

Nays: 0 Motion carried.

This item tentatively goes before the City Council on October 9, 2023.



Planning Commission Report

MEETING DATE:	September 19, 2023
CASE NO:	23-39ZA
APPLICANT:	City of Inver Grove Heights
PROPERTY OWNER:	NA
REQUEST:	Amending Accessory Structure Sections in the City Code
LOCATION:	NA
COMPREHENSIVE PLAN:	NA
ZONING:	NA
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

BACKGROUND

The City Council has seen several accessory structures Variances this past year. At the July 10, 2023, City Council meeting, Council directed staff to move forward with an Ordinance Amendment relating to accessory structure requirements, specifically:

1. Increasing the maximum size of accessory structures allowed on lots greater than five (5) acres that are zoned A, Agricultural or E-1, Estatic District (lot size of 2.5 acres).
2. To consider adding language that would allow residential parcels that do not have an attached garage the flexibility to have an additional detached structure.
3. The City Council also asked staff to update other portions of the accessory structure ordinance that may be outdated.

EVALUATION OF REQUEST

Amending existing language: Accessory structure size, separation, and number of small sheds.

The City recognizes that within the large lot rural residential portions of the city, larger accessory structures can be appropriate. The regulations on gross square footage and total number of accessory buildings were designed to limit the massing of structures in the rural areas of the city. The City Council has reviewed and modified the allowed size and number of accessory structures over the years, most recently increasing the size allowance on lots 3.4 acres - 5 acres in size, with a maximum size of 2,400 gross square feet.

Currently, for residential lots five (5) acres or larger, the maximum size for a detached accessory structure is 2,400 gross square feet. Lots larger than five (5) acres are allowed up to two detached structures, but their combined gross square feet cannot exceed 2,400 square feet.

Staff has reviewed accessory structure ordinances in other cities and found the following information for maximum size of accessory structures:

City	Maximum Size of Accessory Structure	Notes
Rosemount	2,400 sq ft	
Farmington	1,500 sq ft	
Cannon Falls	2,000 sq ft	The combination of attached and detached accessory structures shall not exceed this standard.
Woodbury	2,000 sq ft	
Cottage Grove	2,500 sq ft	
Lino Lakes (5-10 acres)	5,000 sq ft - combined attached and detached structures	or 2.21 percent of the lot area, not to exceed 10,000 sq ft.
Lino Lakes (10-20 acres)	10,000 sq ft - combined attached and detached structures	or 1.85 percent of the lot area, not to exceed 15,000 sq ft.

PROPOSED ORDINANCE LANGUAGE

Amended text to the existing code:

10-15-18 ACCESSORY STRUCTURES

B. On lots of five (5) acres or more, but less than 7.50 acres, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total gross floor area of three thousand square feet (3,000 sq ft). On lots seven in a half (7.5) acres or more but less than ten (10) acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total gross floor area of three thousand five hundred square feet (3,500 sq ft). On lots greater than ten (10) acres, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total gross floor area of three thousand seven hundred fifty square feet (3,750 sq ft). The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of five (5) acres or more in size in the A or E-1 zoning district shall be limited to two (2).

Building separation is addressed in the Building Code. Therefore, the following sentence can be removed from the zoning code.

~~E. In all residential zoning districts (R, E, and A) there shall be a minimum space of six feet (6') between the principal and accessory structure unless attached, and a minimum space of six feet (6') between all other accessory structures.~~

Currently, there is no limit on how many structures, 120 square feet or less, can be on a property. To help control the number of small structures on a lot, a maximum number should be implemented.

H. Exceptions to the requirements contained in this section relating to accessory structures are as follows:

1. No more than two (2) accessory structures to single-family residential uses in all A, E, and R zoning districts, each with gross floor areas of one hundred twenty (120) square feet or less.

New Language:

Lots Without an Attached Garage.

Currently, City Code does not allow flexibility for a residential property that does not have an attached garage to have more than one detached accessory building. Like the properties that have an attached garage, they are only allowed one detached accessory building. Some cities provide language allowing a residence to have more than one detached building if there is not an attached garage.

Staff is suggesting the following language to be added to City Code:

Each residential lot with a principal building is allowed attached garage space or one detached garage up to five hundred (500) square feet in addition to an accessory building or buildings as allowed per Section 10-15-18.

Measuring the Size of an Accessory Structure.

To ease the confusion of calculating the size of accessory buildings, staff thought it would be appropriate to add language in the code on how to measure the gross square footage of an accessory structure.

Staff is suggesting the following language to be added to City Code:

Gross Floor Area (GFA): The gross floor area shall be defined as the sum in square feet of all floors of the building measured from the exterior face of the exterior walls.

For the purpose of this section, the gross square footage of an accessory building shall be measured by outside dimensions.

*The bulk standard sections in the zoning code would also be amended accordingly.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

A. Approval:

If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend approval of the ordinance change or amend the proposed language.

B. Denial:

If the Planning Commission does not find it necessary to modify the existing language, the Commission could recommend denial of the proposed ordinance amendment or portions thereof.

RECOMMENDATION

Staff supports the proposed ordinance changes.

ATTACHMENTS

1. Section 10-15-18 Accessory Structures Current Language

10-15-18: ACCESSORY STRUCTURES:

A. Each detached accessory structure to single-family residential uses in all E-2, R-1 and R-2 zoning districts shall not exceed a total maximum gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots in the E-2, R-1 and R-2 zoning districts shall be limited to one.

B. On lots of five (5) acres or more in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of two thousand four hundred (2,400) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of five (5) acres or more in size in the A or E-1 zoning district shall be limited to two (2).

C. On lots of 2.5 acres or more, but less than 3.4 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of one thousand six hundred (1,600) square feet. On lots 3.4 acres in size up to five (5) acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area equal to the lot size (in acres) multiplied by four hundred and eighty (480). The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning district, shall be limited to one.

D. On lots of less than 2.5 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of less than 2.5 acres in size in the A or E-1 zoning district shall be limited to one.

E. In all residential zoning districts (R, E and A) there shall be a minimum space of six feet (6') between the principal and accessory structure unless attached, and a minimum space of six feet (6') between all other accessory structures.

F. Detached accessory structures in the A and E-1 zoning districts that exceed a gross floor area of one thousand (1,000) square feet must maintain a fifty foot (50') minimum setback from all property lines.

G. In no zoning district may an accessory structure be constructed on a lot prior to the construction of the lot's principal structure.

H. Exceptions to the requirements contained in this section relating to accessory structures are as follows:

1. Accessory structures to single-family residential uses in all A, E and R zoning districts with gross floor areas of one hundred twenty (120) square feet or less;

2. Accessory structures to principal agricultural uses (i.e., farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the city council) in the A and E-1 zoning districts. (Ord. 1181, 9-8-2008; amd. Ord. 1209, 4-26-2010; Ord. 1411, 6-14-2021)



Request for Council Action

SUBJECT: **Approval to Enter into Minnesota Investment Fund (MIF) Grant Agreement**

MEETING DATE: February 12, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council will be asked to consider authorizing the appropriate officials to enter into a grant agreement with the Minnesota Department of Employment and Economic Development (DEED) to provide a Minnesota Investment Fund forgivable loan for Somic Packaging.

BACKGROUND

In the fall of 2023, the Council authorized application to the Minnesota Department of Employment and Economic Development (DEED) for a Minnesota Investment Fund forgivable loan to support the relocation of a company called Somic Packaging to Inver Grove Heights. The state has approved the application and staff have now received a grant agreement or contract which requires City signatures. A draft copy of this is attached, however City staff and DEED staff are meeting Monday morning for some final clarifications. An overview and summary of the agreement will be provided to Council at Monday's meeting, with particular attention to any changes made as a result of the Monday morning meeting.

FISCAL IMPACT

There is no direct fiscal impact to the City as a result of this action. However, the City will serve as the administrator of the grant, on DEED's behalf, which will require some staff time.

RECOMMENDATION

ATTACHMENTS

1. State MIF Grant Contract Agreement Template - IGH

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CDAP-23-0074-H-FY24

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and [City of Inver Grove Heights 8150 Barbra Ave, Inver Grove Heights MN, 55077](#) ("Grantee").

Recitals

1. Under Minn. Stat. §§ 116J.993 through 116J.995 which established the guidelines for providing business subsidies, and 116J.8731, which established the Minnesota Investment Fund, the State is empowered to enter into this grant contract agreement.
2. The State is in need of local government to administer financial assistance to eligible projects in accordance with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State.
3. The work anticipated to be performed for the Borrower's Project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn. Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.
5. The Grantee and State are entering into this grant contract agreement for public purposes that include the creation or retention of jobs that pay quality wages, the enhancement of economic growth in the State of Minnesota and the expansion of the tax base of the local community where the business will locate or expand.

Defined Terms

Defined terms. As used in this grant contract agreement, the following terms shall have the meanings set out respectively after such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Application" means the Grantee's application to the State for a Minnesota Investment Fund award for the purpose of providing a loan to [Somic Verwaltungs GmbH; dba Somic Packaging Inc.](#) ("Borrower").

"Benefit Date" means the date [equipment financed through a Minnesota Investment Fund loan is fully operational](#) as defined in Section 1.2 of the **Term of Grant Contract Agreement** on page two of this grant contract agreement.

"Compliance Date" is the date two years from the Benefit Date at which job creation and wage goals by the Borrower must be completed.

"Full-Time Equivalent (FTE)" is one or more people working a sum of 2,080 hours in a calendar year.

"Loan Agreement" is a document between the Grantee and Borrower defining the terms and conditions of the loan.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 **Effective Date:**

January 17th 2024 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 **Benefit Date:**

July 31, 2024

1.3 **Compliance Date:**

July 31, 2026

1.4 **Expiration Date:**

October 301, 2026 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.5 **Survival of Terms.**

The following clauses survive the expiration or termination of this grant contract agreement: 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

2.1 Perform the duties specified in Exhibit A which is attached and incorporated into this grant contract agreement.

2.2 **Provisions for Contracts and Sub-grants**

(a) Contract Provisions. The Grantee must include in any contract and sub-grant, including the Loan Agreement with the Borrower, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

(b) Job Listing Agreements. Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

(c) Payment of Contractors and Subcontractors. The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed. The Grantee's sole obligation pursuant to this provision relates to contractors or subcontractors directly hired by the Grantee, such as the City's municipal advisor. The Grantee has no obligation or duty under this Section 2.2(c) relating to contractors or subcontractors hired directly or performing work on behalf of the Borrower.

- 2.3** The Grantee shall make all reasonable efforts to collect and shall bear all costs associated with monitoring, servicing, reporting and enforcing the terms of the Loan Agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be reimbursed according to the approved Budget contained in Exhibit B, which is attached and incorporated into this grant contract agreement.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$175,000.

4.2 Payment

(a) Payment Requests for Reimbursement

The State will disburse funds to the Grantee pursuant to this grant contract agreement, based upon payment requests for reimbursement submitted by the Grantee and reviewed and approved by the State. All funds must be disbursed within a twelve-month period of the Initial Disbursement Date as defined in the Loan Agreement with a maximum of three disbursements. Payment requests for reimbursement must be accompanied by supporting invoices that relate to the activities in the approved budget and the documentation detailed in Section 4.4 of this grant contract agreement. The State will provide payment request forms for reimbursement.

If the Grantee has received invoices from the Borrower for expenditures made after Effective Date of this grant contract agreement but before the Grant is closed or until all funds are disbursed, whichever is earlier, the Grantee shall submit those invoices to the State for review and approval no later than 25 days after the end date of the state fiscal year of June 30th. To ensure that all funds are drawn down by the Expiration Date of the grant contract agreement, all Grantee payment requests for reimbursement must be received by the State at least 30 days prior to the Expiration Date.

(b) Unexpended Funds

The Grantee must promptly return to the State any portion of funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#), consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

The provisions of this Section 4.3(a) shall apply only to contracts for supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into directly by the Grantee. This Section is not applicable to contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into by the Borrower.

- (b) The Grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

4.4 Documentation

The following information must be submitted and approved by the State before funds will be released:

(a) **Loan Documents**

Minnesota Investment Fund Loan Agreement, promissory note, amortization schedule, personal/corporate guaranty, and evidence of security filings, security agreement with UCC filing

(b) **Lender Documents**

Documentation that participating lenders and or equity injections have closed on their financing:

- 1) [Promissory note for \\$7,928,040 from Associated Bank.](#)
- 2) [Evidence of equity injection in the amount of \\$7,928,040.](#)

(c) **Invoices**

Invoices or other documentation as approved by DEED Loan Officer for [\\$175,000](#) MIF reimbursement costs and [\\$175,000](#) in matching costs. Third party verification of additional leverage costs for project expenses identified in Exhibit B in the amount of [\\$7,928,040](#) will be required at or prior to the Compliance Date.

(d) **Eligible Costs**

Eligible costs include the costs identified in Exhibit B of this grant contract agreement that are incurred during the grant contract agreement period for equipment or real estate in the corporate boundaries of the Grantee.

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering January 1 through December 31 of each year. Each annual report must be received by the State no later than January 25 of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 Conditions of Payment

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

The State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations, or their ability to repay the project financing. Funds must be disbursed to the Borrower within 21 days of receipt of funds from the State.

7 Monitoring and Corrective Action

Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by the State. Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is [David Leslie Senior Loan Officer, 180 East Fifth Street, 12th Floor, Saint Paul, Minnesota, 55101, 651-259-7092, \[David.leslie@state.mn.us\]\(mailto:David.leslie@state.mn.us\)](#), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [Kris Wilson City Administrator, 8150 Barbra Ave Inver Grove Heights MN, 55077, 651-450-2511, \[kwilson@ighmn.gov\]\(mailto:kwilson@ighmn.gov\)](#). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Waiver and Grant Contract Agreement Complete

9.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 Amendments

Any amendments to this grant contract 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 grant contract agreement or their successors in office.

9.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

10 Liability

The Grantee must indemnify, save and hold the State, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents, employees or independent contractors. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

11 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant

contract 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.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State 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 the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 (a) Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for approved costs incurred.

(b) Termination by the Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

16.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature;

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

17 Data Disclosure

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

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat. §16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#) (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 Successors and Assignees

This grant contract agreement shall be binding upon any successors or assignees of the parties.

20 Minnesota Business Subsidy Law

This grant contract agreement must comply with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 through 116J.995 as applicable.

DRAFT

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) has executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

EXHIBIT A

GRANTEE DUTIES

The Grantee, who is not a state employee, will:

- 1 Administer the project in accordance with the requirements of the Minnesota Investment Fund Program, Minn. Stat. § 116J.8731; Minn. Rules, Chapter 4300; and policies and procedures developed by the State.
- 2 Enter into a Loan Agreement with the Borrower for \$175,000, (“loan”) and assure the following conditions are included in such Loan Agreement:

2.1 Conditions:

- (a) Loan Term: 5 years
- (b) Interest Rate: 0%
- (c) Collateral: machinery and equipment, as defined in the Security Agreement, Exhibit A and/or Loan Agreement Exhibit B
- (d) The corporate guaranty of Somic Verwaltungs GmbH is required.

2.2 Job Creation and Wages

- (a) As of the project award date, the Borrower identified 25 full time equivalent (FTE) base jobs that must be maintained through the Compliance Date. If necessary, base job number will be amended following the Effective Date to account for fluctuation during grant contract agreement processing periods.
- (b) The Borrower will create an additional Twenty Three (23) permanent non-contract FTE jobs between the Effective Date and the Compliance Date. Each job created may be included in only one “wage bracket” as stated below:
 - (i) Nine (9) paying at least \$28.85 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to forgivable loan proceeds in the amount of \$7,335 per job created in this wage bracket not to exceed \$66,018 in total.
 - (ii) Thirteen (13) paying at least \$31.25 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to forgivable loan proceeds in the amount of \$8,383 per job created in this wage bracket not to exceed \$108,982 in total.
 - (iii) In no case shall the total amount of the loan exceed the total obligation listed in Section 4.1(c) of the grant contract agreement.
- (c) All jobs created through the Compliance Date must pay at least \$15.86 per hour, including Benefits, on the Compliance Date. Benefits are defined as one or more of the following: health, dental, life and disability insurance, retirement program and profit sharing paid by the Borrower.
- (d) If the Borrower fails to meet the job creation and wage goal level commitments on the Compliance Date, the Grantee may, after approval by the State and after holding a public hearing, extend the Compliance Date for up to one year. If the Borrower fails to meet the job creation goal and wage level commitment by the revised Compliance Date, the award amount shall be reduced proportionally on a per job basis, and the Borrower will be required to repay the Grantee all or a proportional share of the loan funds on an accelerated

term. If the Borrower is required to repay a proportional share, the amount shall be determined based upon the “wage bracket” values defined in Section 2.2(b). Forgivable loan proceeds are required to be repaid first. The Grantee will then also be required to return to the State all or a proportional share of the loan funds. The interest rate on the “accelerated” portion of the loan shall increase as defined in the Promissory Note.

- (e) In the event that no jobs are created by the Borrower by the revised Compliance Date, or all jobs created do not meet the commitment noted in 2.2(c), the Grantee will be required to return all loan funds to the State on an accelerated basis.

2.3 Payment of Prevailing Wages to Contractors

Minn. Stat. §116J.871 applies if a business receives \$500,000 or more in State loan funds and the State funds are used for construction, installation (including equipment), remodeling and repairs.

2.4 Loan Forgiveness

If the job creation goals and wage level commitments detailed in Sections 2.2 in Exhibit A of this grant contract agreement are met on the Compliance Date, \$175,000 of the loan will be forgiven. Of the total amount forgiven \$70,000 will be from Grantee’s funds that would otherwise be repaid under Section 4 of this Exhibit A. If job creation goals and wage level commitments are partially met, forgiveness will be prorated.

- 3 Require the Grantee’s attorney to review the loan agreement, promissory note, security agreement, mortgage, guaranty and/or other documents, if any, considered necessary to secure the loan to ensure they are valid, binding, and enforceable.
- 4 If applicable, retain 40% of each principal and interest payment made by the Borrower, up to \$100,000. Repay to the State 60% of each principal and interest payment made by the Borrower until the Grantee has received \$100,000 in repayments. Once the Grantee has received \$100,000 in repayments, the Grantee will repay the State 100% of every payment on the loan until paid in full. In the event the loan is not paid in full or job and wage goals in Section 2.2 are not met, principal and interest the Grantee retains will be reduced proportionally and returned to the State.
- 5 For any portion of the loan which is repayable under the Loan Agreement or which becomes repayable pursuant to Section 2.2(d) or (e) of this Exhibit A, the Grantee shall make all reasonable effort, in consultation with the State, to collect the repayable portion of the loan. If, after all reasonable effort has been made to collect, the Borrower continues to owe any repayable portion of the loan, the Grantee will have no obligation to repay the loan to the State from the Grantee’s own funds, notwithstanding any funds owing under Section 4 of this Exhibit A. The Grantee shall continue to be obligated to remit to the State any loan funds that may be recovered from the Borrower in the future.
- 6 The Grantee will establish and maintain a revolving loan fund (RLF) consistent with Minn. Stat. §116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State and the State RLF Guidelines published by DEED. The Grantee must retain financial control and decision-making authority regarding the use of repayments from the loan. Upon approval by the State, the Grantee may loan or grant money from its RLF to a regional development commission, or other regional entity, or statewide community capital fund to capitalize or to provide the local match required for capitalization of a regional or statewide RLF.

7 Reporting Requirements

7.1 Minnesota Investment Fund Annual Progress Reports

- (a) Submit to the State annual progress reports on forms provided by the State until the project goals have been met or until the Compliance Date, whichever is later. These reports must be submitted January 25th of each year for the period ending December 31, for as long as the

project remains open. A final Progress Report is required within 25 days of the Compliance Date.

- (i) January 25, 2025 for the period ending December 31, 2024;
- (ii) January 25, 2026 for the period ending December 31, 2025;
- (iii) January 25, 2027 for the period ending December 31, 2026;
- (iv) Twenty-five days after the Compliance Date.

(b) Funds will not be disbursed on any Grant with past due progress reports per OGM Policy 08-09.

(c) The final report must be submitted no later than 25 days after the Compliance Date.

(d) The State, at its discretion, may require the submittal of additional progress reports.

(e) Information required in these reports may include, but is not limited to the following:

- Permanent jobs created
- Hourly base wage
- Date of hire
- Job titles
- Hourly value of benefits
- Benefits provided
- Project expenditures
- Status of project
- Status of payments
- Payroll report

7.2 Minnesota Business Assistance Form (MBAF) Reports

Submit to the MN Department of Employment and Economic Development, Office of Economic Analysis, no later than April 1st of each year until the project goals have been met, but not less than two years.

- 8** Keep financial records, including properly executed contracts, invoices, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this grant contract agreement for a period of six years. Accounting methods must be in accordance with generally accepted accounting principles.
- 9** Complete the project in accordance with the approved budget within the time frames specified in this grant contract agreement.
- 10** Promptly notify the State of any proposed material change in the scope of the project, budget, or completion date, which must be approved by the State, prior to implementation.
- 11** Have on file the necessary documentations to show that all project funds have been used for the items stated in the application.

Exhibit B
Approved Budget

Use of Funds	MIF	Bank	Equity	City	Other:	Total
Property Acquisition		\$6,400,000				\$6,400,000
Site Improvement						\$0
Building Renovation		\$1,528,040				\$1,528,040
Construction						\$0
Machinery & Equip.	\$175,000					\$175,000
Roads						\$0
Water						\$0
Sewer (Sanitation)						\$0
Other (Specify)						\$0
Total	\$175,000	\$7,928,040	\$0	\$0	\$0	\$8,103,040



Request for Council Action

SUBJECT: **CLOSED SESSION Pursuant to Minnesota Statute 13D.05, Sub. 3B (Attorney-Client Privilege)**

MEETING DATE: February 12, 2024

ITEM TYPE: Regular Business

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
 Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to move into closed session pursuant to Minnesota Statute 13D.05, Sub. 3B to discuss the matter of 19HA-CV-23-4735.

BACKGROUND

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS

None



Request for Council Action

SUBJECT: **CLOSED SESSION Pursuant to Minn. Stat. Sec. 13D.05, subd. (3)(c)(3) (Consider Offer to Purchase Land)**

MEETING DATE: February 12, 2024

ITEM TYPE: Regular Business

CONTACT: Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to move to a closed session to develop or consider offers or counteroffers for the purchase of real property.

BACKGROUND

The Council is asked to make a motion to close the meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(c) (3) in order to develop or consider offers or counteroffers for the purchase of the real property located at 6971 Dickman Trail, and property located on Dickman Trail and legally described as Lots 14-17, OM Johnson Addition.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends a motion to close the meeting as described above.

ATTACHMENTS

None