

INVER GROVE HEIGHTS CITY COUNCIL AMENDED AGENDA

Monday, July 9, 2018
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

- A. GreenStep Cities Progress Report
- B. Swearing-in New Police Officer Jacob Lindgren

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

- A. Minutes of June 25, 2018 City Council Meeting
- B. Resolution Approving Disbursements for Period Ending July 2, 2018
- C. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes
- D. Resolution Authorizing Application to the Transportation Advisory Board (TAB) for 2018 Regional Solicitation Grant Funds to Support Construction of an Off-Street Trail Along Babcock Trail
- E. Approve Resolution Appointing Election Judges for the 2018 Primary and General Elections
- F. Approve Custom Grading Agreement for 6818 Argenta Trail (East ½ of the Southwest ¼ of Section 6, Township 27, Range 22, Dakota County, Minnesota)
- G. Approve Easement Encroachment Agreement for 11332 Apennine Way (Lot 2, Block 1, Broadmoor)
- H. Approve Letter of Support for Regional Solicitation Grant Application
- I. Resolution Approving Amendment to Proposal for Professional Services for Preliminary and Final Design and Construction Plans and Specifications for City Project No. 2015-03 – 65th Street between Trunk Highway 3 and Argenta Trail
- J. Approval of a Negotiated Settlement Agreement between Bradley S. Lojovich and Lisa J. Lojovich and the City of Inver Grove Heights related to the Acquisition of Easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2017-24 and for the Installation of Trunk Watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and the Blackstone Ridge – City Project No. 2017-03
- K. Resolution Establishing Parking Restrictions on O'Neill Drive from Argenta Trail to the Corporate Boundary with the City of Eagan and on Argenta Trail from the I-494 Bridge to the Driveway for 6261 Argenta Trail
- L. Approval of an Agreement with Xcel Energy for Topsoil and Seeding on City Project No. 2015-09D – Broderick Boulevard Reconstruction
- M. Consider Resolution Accepting Construction Testing Services Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and

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

- N. Consider Resolution to Accept Separate \$2,000.00 (\$4,000.00 total) Donations to both Inver Grove Heights Fire Department and Inver Grove Heights Police Department from City Resident Emma Morton and Direct Allocation to the Fire Department's Equipment Fund and the Police Department's K-9 Fund

O. Personnel Actions

- 5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person

6. **PUBLIC HEARING:**

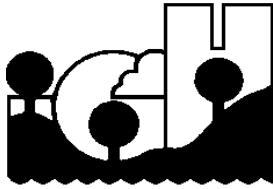
7. **REGULAR AGENDA:**

- A. **CITY OF INVER GROVE HEIGHTS:** Consider Approval of the Second and Third Readings of Amended Ordinance Chapter 2, 4-2-2 and 4-2-10 Pawnbrokers and Precious Metal Dealers and Approve Resolution to Amend the City's Fee Schedule

8. **MAYOR & COUNCIL COMMENTS:**

9. **ADJOURN:**

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org



CITY OF INVER GROVE HEIGHTS
MEMORANDUM

TO: Mayor & City Council
FROM: Ally Hillstrom, City Government Intern
SUBJECT: GreenStep Cities Progress Report
DATE: July 09, 2019
ENCL: No Attachments

BACKGROUND

Minnesota GreenStep Cities is a voluntary assistance, recognition, and challenge program designed to help cities achieve their sustainability and quality-of-life goals. GreenStep Cities is a free, continuous improvement program, managed by a public-private partnership. The program is based upon 29 Best Practices (which includes 175 possible opportunities to meet those Best Practices) centered on five categories: Buildings and Lighting, Land Use, Transportation, Environmental Management, and Economic and Community Development.

The program addresses, social, environmental and financial matters – all things that residents care about. Having a safe place to live with opportunities for engagement in community events, shopping, dining out, good schools, clean water and air, and an equitable rate of taxation are all examples of how residents measure the services provided by the City. The Best Practices are designed to help cities like ours to provide services in the most efficient and effective manner possible.

STATUS

In 2016, the City of Inver Grove Heights was the 100th city to join the GreenStep Cities program, which has since expanded to 122 cities. This program encourages participating cities to share their success stories with one another by showcasing them at monthly workshops and publicly documenting their completed actions. Once a city completes required Best Practices, they are rewarded and recognized for reaching the next step of the five-step program. In June 2018, the City of Inver Grove Heights was recognized at the League of Minnesota Cities Annual Conference for reaching Step 2 of the program by completing 12 of the 29 Best Practices.

At this time, the City has documented 40 completed actions. These actions were completed prior to joining the GreenStep Cities program due to the work of City Staff and Council. The implementation of these did not require additional staff time – they were simply part of the day-to-day operations that are considered part of providing high quality services for residents.

MOVING FORWARD

With collaboration from the Council, Staff, and the Environmental Commission, we plan to reach Step 3 by May 2019 to be recognized at the 2019 League of Minnesota Cities Annual Conference. To meet Step 3 and other sustainability goals, staff will focus on completing the following Best Practices by targeting their required actions listed below:

Best Practice #13: Efficient City Fleets (*Actions 13.2 & 13.3 Required*)

2. Right-size/down-size the city fleet with the most fuel-efficient vehicles that are of an optimal size and capacity for their intended functions.
3. Phase-in no-idling practices, operational and fuel changes, and equipment changes including electric vehicles, for city or local transit fleets.

Best Practices #15: Sustainable Purchasing (*Action 13.1 Required*)

1. Adopt a sustainable purchasing policy or administrative guidelines/practices directing that the city purchase at least:
 - a. EnergyStar certified equipment and appliances and
 - b. Paper containing at least 30% post-consumer recycled content.

Best Practices #24: Benchmarks & Community Engagement (*Actions 24.1 & 24.2 Required*)

1. Use a committee to lead, coordinate and report to community members on implementation of GreenStep best practices.
2. Organize goals/outcome measures from all city plans and report to community members data that show progress toward meeting these goals.

Best Practices #25: Green Business Development (*Any Two Actions Required*)

1. Grow new/emerging green businesses and green jobs through targeted assistance and new workforce development.
2. Create or participate in a marketing/outreach program to connect businesses with assistance providers, including utilities, who provide personalized energy, waste or sustainability audits and assistance.
3. Promote sustainable tourism in your city, and green tourism resources to tourism and hospitality businesses in/around the city.
4. Strengthen value-added businesses utilizing local "waste" products and renting products/services.
5. Lower the environmental and health risk footprint of a brownfield remediation/redevelopment project.
6. Promote green businesses that are recognized under a local, regional or national program.
7. Conduct or participate in a buy local campaign for community members and local businesses.

Best Practice: Building and Lighting category (*One Best Practice Required*)

- BP #2: Efficient Existing Public Buildings
- BP #3: New Green Buildings
- BP #4: Outdoor Lighting and Signals
- BP #5: Building Reuse

SUMMARY OF PROGRESS

The status of each Best Practices is identified in the GreenStep Cities Progress Report table below.

Inver Grove Heights: GreenStep Cities Progress Report (July 2018)									
Best Practices #1 - #5: Buildings and Lighting	Best Practices #15 - #23: Environmental Management								
1. Efficient Existing Public Buildings ✓ 2. Efficient Existing Public Buildings 3. New Green Buildings 4. Outdoor Lighting and Signals * 5. Building Reuse 	15. Sustainable Purchasing 16. Urban Forests ✓ 17. Stormwater Management ✓ 18. Parks & Trails ✓ 19. Surface Water Quality * 20. Efficient Waste and Wastewater Facilities * 21. Septic Systems * 22. Solid Waste Reduction ✓ 23. Local Air Quality * 								
Best Practices #6 - #10: Land Use	Best Practices #24 - #29: Economic & Community Dev.								
6. Comprehensive Plan ✓ 7. Efficient City Growth ✓ 8. Mixed Uses ✓ 9. Efficient Highway-Oriented Development ✓ 10. Conservation Design ✓ 	24. Benchmarks & Community Engagement 25. Green Business Development 26. Renewable Energy ✓ 27. Local Food ✓ 28. Business Synergies 29. Climate Adaptation/Community Resilience ✓ 								
Best Practices #11 - #14: Transportation	Table Key								
11. Living Streets ✓ 12. Mobility Options ✓ 13. Efficient City Fleets 14. Demand Side Travel Planning * 	<table border="1"> <tr> <td>✓</td><td>= Completed Action</td></tr> <tr> <td>*</td><td>= Under Status Review</td></tr> <tr> <td>Bolded</td><td>= Required for Step 3</td></tr> <tr> <td>(No symbol)</td><td>= Not yet completed</td></tr> </table>	✓	= Completed Action	*	= Under Status Review	Bolded	= Required for Step 3	(No symbol)	= Not yet completed
✓	= Completed Action								
*	= Under Status Review								
Bolded	= Required for Step 3								
(No symbol)	= Not yet completed								

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 9, 2018
 Item Type: Presentation
 Contact: Chief Paul Schnell
 Prepared by: Chief Paul Schnell
 Reviewed by: Chief Paul Schnell

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

PURPOSE/ACTION REQUESTED

Swear-in new hire Jacob Lindgren as Inver Grove Heights newest police officer

SUMMARY

The City Council's June 25, 2018, approval of recommended "Personnel Actions," finalized the selection and recruitment process for the hiring of Jacob Lindgren to replace retiring police officer Joe Gelhaye.

As a police officer candidate, Mr. Lindgren underwent a comprehensive selection process that required numerous panel interviews, which involved Inver Grove Heights residents and police personnel. As Mr. Lindgren advanced in the process, he underwent a comprehensive background investigation, psychological evaluation, and medical examination.

Mr. Lindgren brings to Inver Grove Heights his prior experience as a City of Coon Rapids Community Service Officer. Mr. Lindgren is also fully fluent in Spanish.

Having passed all the requirements established by the Minnesota Board of Peace Officer Standards and Training and the City's Human Resources Department, we present Jacob Lindgren to be sworn-in as our newest police officer.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 25, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, June 25, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Hark, and Perry; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, City Clerk Tesser, and Police Chief Schnell.

Absent were: Recording Clerk Yourczek.

3. PRESENTATIONS:

There were no Presentations this evening.

4. CONSENT AGENDA:

A. i. Minutes of June 6, 2018 City Council Work Session Meeting.

ii. Minutes of June 11, 2018 City Council Meeting.

B. Resolution 18-129 Approving Disbursements for Period Ending June 20, 2018.

C. Consider Pay Voucher No. 1 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

D. Resolution 18-130 Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction.

E. Consider **Resolution 18-131** Receiving Bids and Awarding a Contract for City Project Nos. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements.

F. Consider **Resolution 18-132** Accepting Proposal for Professional Design and Engineering Services for City Project No. 2018-03 – NWA Trunk Watermain Improvements - 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Alverno Lane.

G. Resolution 18-133 Approving an Improvement Agreement for Robert Curve, LLC relating to the Construction of Diffley Court at the Current South Robert Trail/Diffley Intersection.

H. Consider Approval of Plans and Specifications, Bidding for Heritage Village Park Dog Park Improvements.

I. Consider Approval of the Cost Sharing Joint Powers Agreement Between the City of Inver Grove Heights and Dakota County for Funding of Dakota County Eastern Transit Study.

J. Consider Approving a **Resolution 18-134** Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections.

K. Consider Approval of the Hire of Janice Gundlach to the Position of Community Development Director.

L. Personnel Actions.

Mayor Tourville pulled Agenda Item 4L.

Councilmember Bartholomew pulled Agenda Item 4D.

Motion by Bartholomew second by Perry to accept the Consent Agenda with the exception of Agenda Items 4L and 4D.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that up for discussion is Agenda Item 4D regarding a Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction.

Councilmember Bartholomew stated that he was concerned with the feasibility study. He commented that in May the petition was accepted but didn't waive assessments. This item is asking for a feasibility study as well as construction documents. He questioned if they should hold this until they receive the signed petition that acknowledges assessments.

Public Works Director Scott Thureen responded that the proposal would include all of the engineering services from feasibility through construction if it were to advance. He stated that the feasibility and field work would cost approximately \$20,000.

He responded to the question regarding the petition stating that the people that signed it are aware that there would be special assessments involved but they didn't use the City's petition form. Due to that, they could go back and ask them to circulate the City's formal petition form. In May when originally received, the City Attorney made note that since it wasn't on the City's formal petition form, it is considered a Council initiated project and would need a 4/5 vote to pass versus the 3/5 vote.

Councilmember Bartholomew asked how long the feasibility study would be good for if it was approved and if they would need to do another feasibility study at some point.

Public Works Director Thureen responded that the feasibility study would give them estimates and quantities. If it did not advance, they would just update the unit prices.

Councilmember Bartholomew questioned if the feasibility study would designate a complete reconstruct.

Public Works Director Thureen responded that it would.

Mayor Tourville stated that this is not a Council initiated project.

Public Works Director Thureen commented that they didn't use the City form that specifically addresses assessments.

Mayor Tourville asked if they did a feasibility study and then had a neighborhood meeting and told them there would be assessments, would they still be on legal standing.

City Attorney Tim Kuntz responded that it was not on legal standing unless they received a written petition signed by all of homeowners' acknowledging the assessment. He stated that it is not unusual for a neighborhood to address a petition based on wanting a road fixed and then signing a petition, which is different than wanting their road fixed and having to pay for assessments. He commented that when this first came in it had the support of 13 of the 18 neighbors that would be affected, but it didn't address all of the issues.

Mayor Tourville suggested that they inform the neighborhood that there is a process to go through. He also suggested getting in touch with the person that was responsible for collecting signatures.

Mayor Tourville stated that the next item up for discussion is Agenda Item 4L, Personnel Actions.

Motion by Hark second by Perry to approve the Personnel Action item 4L.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that Officer Joe Gelhaye's last shift will be on Friday, June 29th. Officer Gelhaye began his career with the Inver Grove Heights Police Department on April 1st, 1995 when he was appointed to be a Police Officer. He stated that prior to being appointed to the Inver Grove Heights Department, he was employed as a Police Officer for the City of Edina Police Department. His move to the Inver Grove Heights Police Department stemmed from his prior service as an Inver Grove Heights Police Reserve for 3 ½ years. He stated that when Officer Gelhaye joined the Inver Grove Police Department they had 24 sworn Police Officers, as he leaves we are now on our 40th Police Officer. He stated that Jacob Lindgren will serve as Officer Gelhaye's replacement beginning July 9th, 2018. He commented that Officer Gelhaye received a service Award for his incredible work in a DWI Enforcement Program where he made 157 arrests, which was more than 40% of the DWI arrests for the year. On January 2013 he was assigned to represent the Inver Grove Heights Department on the Dakota County Drug Task Force and remained there as a Narcotics Agent and then as a Team Leader until March 2008. During his time on the Task Force he was involved on 507 cases, 281 meth cases, and 129 cocaine cases. Chief Schnell stated that Officer Gelhaye prepared and presented 168 search warrants to the Court and was involved in the arrest of 656 persons during his assignment. He also had large narcotics cases successfully prosecuted by the United States Attorney's Office.

He commented that we want to recognize and thank Officer Joe Gelhaye for his part in making Inver Grove Heights the safe Community and we wish him the best.

Mayor Tourville stated that Officer Gelhaye was also the Yellow Ribbon Police Officer assigned to the Police Department. Chief Schnell thanked Officer Gelhaye for his service and for all of his accomplishments.

5. PUBLIC COMMENT:

There were no public comments at this time.

6. PUBLIC HEARING:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. KIRK LINDBERG; Consider a Resolution relating to a Conditional Use Permit to allow steel siding on an accessory building for property located at 8799 Audubon Road. Resolution 18-135.

Community Development Director Tom Link stated that the property is located on the west side of Barnes Avenue, south of Highway 55. The request is for metal siding on a new accessory building which is a Conditional Use Permit and requires a 4/5 vote. He stated that the property is four acres in size and heavily wooded. The request complies with the building size, setback, impervious surface, and storm water requirements of the City. He stated that it complies with the Zoning Ordinance and meets the Conditional Use Permit requirements. The building would be used for his own personal items. Staff recommends approval and the Planning Commission unanimously recommends approval.

Kirk Lindberg, 8799 Audubon Road, introduced himself to the Commission and stated that the Staff has been helpful.

Motion by Piekarski Krech second by Bartholomew to approve to Consider Resolution 18-135 relating to a Conditional Use Permit to allow steel siding on an accessory building for property located at 8799 Audubon Road.

Ayes: 5

Nays: 0 Motion carried.

B. FUEL OIL SERVICE CO. (HOLIDAY GAS STATION); Consider a Resolution relating to a Preliminary and Final Plat for the new 7,300 square foot gas and convenience store located at 7020 South Robert Trail. Resolution 18-136.

Community Development Director Link stated that the property is located on the southeast corner of Robert Trail and 70th Street. The applicant was unable to attend this evening. He stated that last month the City Council approved the Conditional Use Permit for this property to have the existing structure removed and a new structure would be put on the property. He stated that the number of gas pumps doubles and there is also a car wash. He stated that one of the conditions of the permit is that all uses relating to the convenience store be located on one lot. Due to that, they are proposing to create a lot that includes the future building, parking lot, car wash and storm water pond. He commented that this also creates a second out lot that the City would take Title to which would be used for regional storm water purposes. He stated that the plat meets the City's right-of-way and access requirements, and that both the MN Department of Transportation and Dakota County have been involved in the planning. He stated that there is a 20-foot wide trail easement that will be dedicated for a future trail along Highway 3.

Planning Staff recommends approval and the Planning Commission unanimously recommends approval.

Councilmember Hark stated that the gas station is open now and will be for a while. Once they begin work on the road, they will tear down and reconstruct.

Community Development Director Link responded that was correct. He stated that this year construction will occur on eastern side of the area, and then next year it will be the other three roadways. The store will be closed down for that major construction taking place next year.

Public Works Director Thureen stated that they will be open all of this year but would have modified access at times.

Motion by Hark second by Piekarski Krech to approve the preliminary and final plat for FUEL OIL SERVICE CO. (HOLIDAY GAS STATION); to Consider Resolution 18-136 relating to a Preliminary and Final Plat for the new 7,300 square foot gas and convenience store located at 7020 South Robert Trail.

Ayes: 5

Nays: 0 Motion carried.

C. INDEPENDENT SCHOOL DISTRICT 199; Consider the following for property located next to the Salem Hills Elementary School at 5869 Babcock Trail;

a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LDR, Low Density Residential to Public/Institutional. Resolution 18-137.

b) An Ordinance Rezoning the property from R-1C, Single Family Residential District to P, Institutional District. Ordinance 1354.

Community Development Director Link stated that this item requires a 4/5 vote. The request is from the School District to change the land use designation on the Comprehensive Plan and Zoning for property located next to the Salem Hills Elementary School located at 5869 Babcock Trail which is designated as Low Density Residential (LDR) and change it to Public/Institutional. He stated that the Zoning request would change it from R-1C Single Family Residential to Public Institutional. The parcel has recently been acquired by the School District with the intent to use it for parking, bus maneuvering, traffic circulation, and to correct traffic and traffic safety. He stated that the parcel will be combined with the School parcel making it one parcel instead of two. He stated that the school is Permitted Use in the Zoning, and that the parking lot is a Permitted Accessory Use. The use is consistent with the Comprehensive Plan.

Planning Staff recommends approval and the Planning Commission unanimously recommends approval.

David Bernhardson, School District 199 Superintendent, 2990 80th Street, stated that the property owner approached the School District wanting to sell the property and due to that, they have taken possession of the property. He stated that due to challenges that they have had in the area, they felt that this parcel will help alleviate some of the traffic issues that they have had in the past. He stated that he has spoken to a few of the property owners in the area and they will get together and talk about how to provide privacy for them going forward.

Motion by Bartholomew second by Perry to approve the INDEPENDENT SCHOOL DISTRICT 199; request to Consider the following for property located next to the Salem Hills Elementary School at 5869 Babcock Trail;

a) A Resolution 18-137 relating to a Comprehensive Plan Amendment to change the land use designation from LDR, Low Density Residential to Public/Institutional.

b) An Ordinance 1354 Rezoning the property from R-1C, Single Family Residential District to P, Institutional District.

Ayes: 5

Nays: 0 Motion carried.

II. POLICE DEPARTMENT:

D. CITY OF INVER GROVE HEIGHTS; Modification of City Code requiring that Pawnbrokers and Precious Metals Dealers Report Transactions to a Police Department Authorized Electronic Records System. Ordinance 1355.

Police Chief Schnell stated that they are asking for consideration of a change to the Ordinance. This would be the change of certain language in the daily recordings of the Police Department to the use of the APS (Automated Pawn System) which is the Minneapolis Police Departments proprietary pawn system. He stated that the City has been using this as it's pawn location for a number of years and that it has served them well. Recently, they have become aware of another provider called LeadsOnline which also provides this service. The Cities of St. Paul, Duluth, and Burnsville are exploring them as well. This change would provide broad reporting of Pawn transactions that occur anywhere across the Nation. He stated that as an example, if they had a stolen item from our City that was pawned in Texas, they would be notified of that transaction.

He stated that if this is approved they would be leaving the use of Automated Pawn. The change in the language authorizes the Police Department to establish an electronic pawn records provider. The benefit would be a much broader scope at a reduced cost. The cost is a reduction for the pawn provider in Inver Grove Heights and will provide a slight increase in revenues which would offset the costs related to pawn items. He stated that he has spoken to the store manager in Inver Grove Heights to see if they had any objections to a reduction in their pawn transaction fee and they did not. He stated that they are asking for the following three actions as follows:

1. To consider this as the first reading of this Ordinance.
2. Because this does not have a big public impact, that the Council waive the two readings and send this to publication.
3. Because the Council establishes the fee schedule for transactions, that the Council would authorize a reduction in fees from \$1.90 to \$1.75.

Councilmember Hark asked what was involved with going to a new system.

Chief Schnell responded that our pawn in this City currently reports directly to LeadsOnline, so there would be no changes for them. The Department will need to get access to the LeadsOnline electronic portal and set-up notifications. He stated that in addition to just pawn, LeadsOnline works with Best Buy,

Target, and Craig's List, all of which also receives trade-ins on electronics, so those items will be notified to their department as well.

Councilmember Hark asked if there was a minimal dollar amount for reporting requirements when Pawn stores take in an item. For example, a \$10.00 tennis racket would then have a \$2.00 fee attached to it.

Chief Schnell responded that the requirement is that it is a second-hand transaction. There would be a \$2.00 fee that the person selling the item would pay.

In response to the item sold to a store, the tennis racquet example would have an additional \$2.00 fee attached to it.

Councilmember Piekarski Krech asked if the fee change was in the Ordinance.

Chief Schnell responded there was a page missing in your packets that had addressed the fee.

Councilmember Piekarski Krech stated that the action they are taking here just modifies the City Code, it doesn't deal with the fee structure.

City Administrator Lynch responded that they would need to deal with the fee structure separately. He advised that they have a second reading so that they can get the missing page with the fee information to the Council. He stated that the City Attorney suggested that we advise a codification for simplification and cost purposes, just the 422 and the 42-10 so we don't have to republish the entire Ordinance.

He suggested to bring this back on July 9th for a second reading and waive a third reading.

Motion by Piekarski Krech second by Perry to approve the First Reading of the Amendment to the Ordinance 1355 Modification of City Code requiring that Pawnbrokers and Precious Metals Dealers Report Transactions to a Police Department Authorized Electronic Records System.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Public Works Director Scott Thureen stated that they opened bids for work on Trunk Highway 3 that goes along with 65th Street. They received three bids and were about 17% below the estimate.

Councilmember Hark commented that he would like staff to find a good internet tool for renewing dog licenses and applying for dog licenses. He stated that other Cities do this and that we need to find an easier way for people to comply with the city code.

Councilmember Piekarski Krech commented that most Cities offer licensing services through their Vet.

9. ADJOURN:

Motion by Bartholomew second by Hark to adjourn the meeting at 7:37 p.m.

Ayes: 5

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Angela Freier, Accounting Tech
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 21, 2018 to July 2, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending July 2, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$569,715.16
Debt Service & Capital Projects	\$123,958.00
Enterprise & Internal Service	\$135,533.62
Escrows	\$18,030.71
Grand Total for All Funds	<u><u>\$847,237.49</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period June 21, 2018 to July 2, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING July 2, 2018**

WHEREAS, a list of disbursements for the period ending July 2, 2018 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$569,715.16
Debt Service & Capital Projects	123,958.00
Enterprise & Internal Service	135,533.62
Escrows	18,030.71
Grand Total for All Funds	<u><u>\$847,237.49</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of July, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 06/21/2018 - 07/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
STREICHER'S	I1304408	06/27/2018	285	101.42.4000.421.60018	6,008.88
STREICHER'S	I1306390	06/27/2018	285	101.42.4000.421.60018	40.00
STREICHER'S	I1308856	06/27/2018	285	101.42.4000.421.60018	635.88
MN DEPT OF NATURAL RESOUR...	2018	07/02/2018	2018 MNDOD FIREFIGHTER EQU..	101.42.4200.423.60018	1,500.00
CAT-PERSONAL SAFETY TRAINI...	1428	06/27/2018	4/17/18	101.44.6000.451.60045	102.40
XCEL ENERGY	58947390	06/28/2018	Gas & Electric	101.44.6000.451.40010	455.14
XCEL ENERGY	58947390 CR	06/28/2018	Gas & Electric	101.44.6000.451.40020	-1,227.21
XCEL ENERGY	58947390 CR	06/28/2018	Gas & Electric	101.44.6000.451.40020	-156.39
TWIN CITY SAW	A23023	06/27/2018	4/27/18	101.43.5200.443.60040	724.85
VERIFIED CREDENTIALS, INC.	279375	06/27/2018	4/30/18	101.41.1100.413.30700	31.25
XCEL ENERGY	590366105	06/28/2018	Gas & Electric	101.43.5400.445.40020	8,839.51
XCEL ENERGY	590366105 CR	06/28/2018	Gas & Electric	101.43.5200.443.40020	-949.47
XCEL ENERGY	591321437	06/28/2018	Gas & Electric	101.42.4000.421.40042	43.30
BOLTON & MENK, INC.	0217281	07/02/2018	T18.113208	101.43.5100.442.30300	2,280.00
UNIFIRST CORPORATION	090 0421780	06/27/2018	109458	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0421780	06/27/2018	109458	101.44.6000.451.60045	24.47
TOTAL CONSTRUCTION & EQUIP.	3635	06/27/2018	5/22/18	101.44.6000.451.40047	392.38
PINE BEND PAVING, INC.	18-223	06/27/2018	5/23/18	101.43.5200.443.60016	529.73
BJORKLUND COMPENSATION C...	00003909	06/27/2018	5/24/18	101.41.1100.413.30500	420.00
K.K. SPECIALIZED SERVICES, INC.	5/29/18	06/27/2018	5/29/18	101.43.5200.443.40046	10,906.98
ELECTRIC FIRE & SECURITY	C1138	06/27/2018	CIT800	101.44.6000.451.50055	496.00
FRATTALONE COMPANIES INC	1805084	06/27/2018	5/31/18	101.43.5200.443.60016	84.00
LOCAL GOVERNMENT INFORM...	45416	07/02/2018	106325	101.42.4000.421.70501	2,087.00
LOCAL GOVERNMENT INFORM...	45425	06/27/2018	111541	101.42.4200.423.30700	137.00
LEVANDER, GILLEN & MILLER P....	5/31/18 92000E	07/02/2018	92000E	101.42.4000.421.30410	16,327.51
HILDI INC	9609	06/27/2018	5/21/18	101.41.2000.415.30700	500.00
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.42.4000.421.30550	272.35
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.43.5200.443.30550	42.75
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.44.6000.451.30550	48.51
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	101.45.3300.419.30550	29.50
FIRSTSCRIBE	2477320	07/02/2018	6/1/18	101.43.5100.442.40044	250.00
BJORKLUND COMPENSATION C...	00003915	06/27/2018	6/4/18	101.41.1100.413.30500	145.00
UNIFIRST CORPORATION	090 0424048	06/27/2018	1051948	101.44.6000.451.60045	24.47
ST PAUL, CITY OF	IN00029117	06/27/2018	76	101.43.5200.443.60016	9,807.40
CANADA GOOSE MANAGEMENT	201808	06/27/2018	6/7/18	101.44.6000.451.30700	900.00
MINNESOTA/WISCONSIN PLAY...	2018143	06/27/2018	6/7/18	101.44.6000.451.60016	1,805.00
DAKOTA CTY FINANCIAL SVCS	6/7/18 O0001753	06/27/2018	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	6/7/18 O0001753	06/27/2018	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	6/7/18 O0001753	06/27/2018	P0001753	101.43.5200.443.30700	46.66
CITY OF MINNEAPOLIS RECEIVA...	400451002013	07/02/2018	612005356	101.42.4000.421.30700	1,415.70
ST PAUL STAMP WORKS INC	414049	06/27/2018	INVER002	101.41.1100.413.60040	42.30
TMOBILE	6/8/18 494910368	07/02/2018	494910368	101.43.5100.442.50020	20.00
UNIFIRST CORPORATION	090 0425163	06/27/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0425163	06/27/2018	1051948	101.44.6000.451.60045	24.47
ULTA PERFORMANCE FLOORS, L...	1079	06/27/2018	6/11/18	101.44.6000.451.40040	7,295.00
EMERGENCY RESPONSE SOLUT...	11240	06/27/2018	6/11/18	101.42.4200.423.60045	5,207.67

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EMERGENCY RESPONSE SOLUT...	11241	06/27/2018	6/11/18	101.42.4200.423.60045	33,986.09
BAUER, NANCY	18-06	06/27/2018	6/4/18	101.41.1100.413.30700	125.00
COMPASS MINERALS AMERICA ...	270101	06/27/2018	411113/CSH615598	101.43.5200.443.60016	14,868.10
COMPASS MINERALS AMERICA ...	270186	06/27/2018	411113/CSH615598	101.43.5200.443.60016	3,395.22
STREICHER'S	I1317959	06/27/2018	285	101.42.4000.421.60018	2,438.60
CITY OF HASTINGS	201806129857	07/02/2018	02401	101.42.4200.423.80800	28,203.00
BARR ENGINEERING COMPANY	23190328.18-3	07/02/2018	2018 PROJECT REVIEWS	101.43.5100.442.30300	4,952.00
CRAWFORD DOOR SALES COM...	30177	06/27/2018	4373	101.42.4200.423.40040	553.50
MUNICIPAL EMERGENCY SERVI...	IN1234868	06/27/2018	C43426	101.42.4200.423.60040	645.13
ENNIS-FLINT, INC.	00117605	06/27/2018	21032	101.43.5200.443.60016	6,489.45
CLAREY'S SAFETY EQUIPMENT	177645	06/27/2018	6/13/18	101.42.4200.423.60065	5,520.68
PINE BEND PAVING, INC.	18-274	06/27/2018	6/13/18	101.43.5200.443.60016	2,723.71
GENESIS EMPLOYEE BENEFITS, ...	IN1286842	07/02/2018	6/14/18	101.42.4000.421.30550	40.00
U.S. HEALTHWORKS	0086590-MN	07/02/2018	006745	101.41.1100.413.30500	165.00
WAGNER'S SOD CO, INC	2018-1567	06/27/2018	6/15/18	101.43.5200.443.60016	25.60
ASPEN MILLS	218418	06/27/2018	55077I	101.42.4200.423.60045	509.50
SHRED-IT	8124977629	07/02/2018	15212695	101.42.4000.421.30700	111.25
FRATTALONE COMPANIES INC	1806013	07/02/2018	6/16/18	101.43.5200.443.60016	824.97
UNIFIRST CORPORATION	090 0426313	06/27/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0426313	06/27/2018	1051948	101.44.6000.451.60045	24.47
PRECISE MRM	IN200-1017192	06/27/2018	000208	101.43.5200.443.30700	960.00
LIFE SAFETY SYSTEMS, INC.	77848	07/02/2018	77848	101.42.4200.423.40040	365.00
GENESIS EMPLOYEE BENEFITS, ...	IN1291843	07/02/2018	12/1/17-12/31/17	101.42.4000.421.30550	41.25
BW FRAMING	6/22/18	07/02/2018	6/22/18	101.42.4000.421.60065	130.00
AFSCME COUNCIL 5	INV0075239	06/22/2018	UNION DUES (AFSCME FAIR SH...	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0075240	06/22/2018	UNION DUES (AFSCME FULL SH...	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0075241	06/22/2018	UNION DUES (AFSCME FULL SH...	101.203.2031000	73.60
MINNESOTA DEPARTMENT OF ...	INV0075242	06/22/2018	STEVE HER FEIN/TAXPAYER ID: ...	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF ...	INV0075243	06/22/2018	JOEL JACKSON FEIN/TAXPAYER ...	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF ...	INV0075244	06/22/2018	JOHN VERDEJA FEIN/TAXPAYER ...	101.203.2032100	190.49
GENESIS EMPLOYEE BENEFITS A...	INV0075245	06/22/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS A...	INV0075246	06/22/2018	HSA ELECTION-SINGLE	101.203.2032500	4,357.45
ICMA RETIREMENT TRUST - 457	INV0075247	06/22/2018	ICMA-AGE <49 %	101.203.2031400	6,623.83
ICMA RETIREMENT TRUST - 457	INV0075248	06/22/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0075249	06/22/2018	ICMA-AGE 50+ %	101.203.2031400	816.95
ICMA RETIREMENT TRUST - 457	INV0075250	06/22/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0075251	06/22/2018	ICMA (EMPLOYER SHARE ADMI...	101.203.2031400	81.29
IUOE	INV0075252	06/22/2018	UNION DUES IUOE	101.203.2031000	88.76
MN DEPT OF REVENUE	INV0075253	06/22/2018	LEVY - LETTER ID:L1707410112 -...	101.203.2031900	497.30
PERA	INV0075254	06/22/2018	PERA COORDINATED PLAN	101.203.2030600	39,448.88
PERA	INV0075255	06/22/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,034.56
PERA	INV0075256	06/22/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0075257	06/22/2018	EMPLOYER SHARE (PERA DEFIN...	101.203.2030600	69.23
PERA	INV0075258	06/22/2018	PERA POLICE & FIRE PLAN	101.203.2030600	14,939.58
PERA	INV0075259	06/22/2018	EMPLOYER SHARE (POLICE & FI...	101.203.2030600	22,409.45
ICMA RETIREMENT TRUST - 457	INV0075260	06/22/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0075261	06/22/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
EFTPS	INV0075262	06/22/2018	FEDERAL WITHHOLDING	101.203.2030200	49,780.08
MN DEPT OF REVENUE	INV0075263	06/22/2018	STATE WITHHOLDING	101.203.2030300	24,100.55
EFTPS	INV0075264	06/22/2018	MEDICARE WITHHOLDING	101.203.2030500	15,877.78
EFTPS	INV0075265	06/22/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	50,110.34
SEXTON PRINTING INC	274687	07/02/2018	8096	101.41.1100.413.50032	825.00
T. A. SCHIFSKY & SONS, INC.	62999	07/02/2018	6/25/18	101.43.5200.443.60016	51.48
ABDO, EICK & MEYERS, LLP	402000	07/02/2018	03326	101.41.2000.415.30100	5,400.00
MN STATE FIRE DEPT ASSOC	2018 MEMBERSHIP	06/27/2018	2018 MEMBERSHIP	101.42.4200.423.50070	495.00
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	101.41.1100.413.50025	17.25
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
MN NCPERS LIFE INSURANCE	JULY 2018	07/02/2018	JULY 2018 PREMIUM	101.203.2031600	320.00
TYLER TECHNOLOGIES, INC	025-226198	07/02/2018	41443	101.41.2000.415.40044	48.40
TYLER TECHNOLOGIES, INC	025-226660	07/02/2018	41443	101.41.2000.415.40044	438.00

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MADISON NATIONAL LIFE INSU...	1302273	07/02/2018	JULY 2018 GROUP #012439	101.203.2031700	2,718.76
Fund 101 - GENERAL FUND Total:					448,525.93
Fund: 201 - C.V.B. FUND					
TAKE 5 MEDIA GROUP, LLC	49000	06/27/2018	49390	201.44.1600.465.50025	450.00
WALLACE CARLSON PRINTING	12206011	06/27/2018	12206	201.44.1600.465.50025	2,412.00
LIME VALLEY ADVERTISING, INC.	18143.03	06/27/2018	5/31/18	201.44.1600.465.50025	1,036.40
ST PAUL ARENA COMPANY, LLC	SPAC0002594	06/27/2018	5/31/18	201.44.1600.465.50025	200.00
RIVER HEIGHTS CHAMBER OF C...	8830	06/27/2018	6/1/18	201.44.1600.465.30700	114.74
RIVER HEIGHTS CHAMBER OF C...	8830	06/27/2018	6/1/18	201.44.1600.465.30700	4,149.42
RIVER HEIGHTS CHAMBER OF C...	8830	06/27/2018	6/1/18	201.44.1600.465.40065	250.00
Fund 201 - C.V.B. FUND Total:					8,612.56
Fund: 204 - RECREATION FUND					
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	204.44.6100.452.30550	14.40
Fund 204 - RECREATION FUND Total:					14.40
Fund: 205 - COMMUNITY CENTER					
XCEL ENERGY	58947390	06/28/2018	Gas & Electric	205.44.6200.453.40010	7,446.65
XCEL ENERGY	58947390	06/28/2018	Gas & Electric	205.44.6200.453.40010	1,250.82
XCEL ENERGY	58947390	06/28/2018	Gas & Electric	205.44.6200.453.40020	4,393.98
XCEL ENERGY	58947390	06/28/2018	Gas & Electric	205.44.6200.453.40020	7,818.52
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	205.44.6200.453.30550	12.50
AEP ONSITE PARTNERS, LLC	419-21126437	06/27/2018	6/6/18	205.44.6200.453.40020	5,575.05
AEP ONSITE PARTNERS, LLC	419-21126437	06/27/2018	6/6/18	205.44.6200.453.40020	5,594.02
EZ FITNESS SOLUTIONS, LLC	18-0004	06/27/2018	6/10/18	205.44.6200.453.40042	258.81
Fund 205 - COMMUNITY CENTER Total:					32,420.59
Fund: 290 - EDA OPERATING					
SRF CONSULTING GROUP, INC	10329.00-8	06/27/2018	4/30/18	290.45.3000.419.30700	858.69
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	290.45.3000.419.30550	1.36
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	290.45.3000.419.50025	31.63
Fund 290 - EDA OPERATING Total:					891.68
Fund: 291 - EDA ACQUISITIONS					
MN POLLUTION CONTROL AGE...	10000059035	06/27/2018	5/16/18	291.45.3000.419.30700	187.50
LANDMARK ENVIRONMENTAL, ...	15084.06-1	06/27/2018	03805983	291.45.3000.419.30700	812.50
LLOYD'S CONSTRUCTION SERVI...	0218424-IN	06/27/2018	6/15/18	291.45.3000.419.30700	78,250.00
Fund 291 - EDA ACQUISITIONS Total:					79,250.00
Fund: 434 - 2014 IMPROVEMENT FUND					
NORTHERN TECHNOLOGIES, LLC	25966	06/27/2018	18.MSP04822.000	434.42.4200.423.30700	9,250.00
Fund 434 - 2014 IMPROVEMENT FUND Total:					9,250.00
Fund: 436 - 2016 IMPROVEMENT FUND					
BARR ENGINEERING COMPANY	23191332.00-15	07/02/2018	2018 PROJECT REVIEWS	436.73.5900.736.30300	720.00
HOISINGTON KOEGLER GROUP ...	016-062-17	07/02/2018	016-062	436.73.5900.736.30700	13,081.17
HOISINGTON KOEGLER GROUP ...	016-062-17	07/02/2018	016-062	436.73.5900.736.30700	45.24
BARR ENGINEERING COMPANY	23191332.00-16	07/02/2018	2018 PROJECT REVIEWS	436.73.5900.736.30300	1,921.76
SHORT ELLIOTT HENDRICKSON, ...	351718	06/27/2018	4340	436.50.5900.736.30300	1,245.84
Fund 436 - 2016 IMPROVEMENT FUND Total:					17,014.01
Fund: 437 - 2017 IMPROVEMENT FUND					
METRO LEGAL SERVICES INC	3099541	06/27/2018	6/12/18	437.44.5900.737.30700	430.00
BARR ENGINEERING COMPANY	23191381.00-1	07/02/2018	2017 PROJECT REVIEWS	437.73.5900.737.30300	5,962.44
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	437.44.5900.737.50025	80.50
Fund 437 - 2017 IMPROVEMENT FUND Total:					6,472.94
Fund: 438 - 2018 IMPROVEMENT FUND					
KIMLEY-HORN & ASSOCIATES, I...	11266247	07/02/2018	160509034.3	438.73.5900.738.30300	620.10
BOLTON & MENK, INC.	0217870	07/02/2018	T18.116107	438.42.4200.423.30300	2,511.00

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SRF CONSULTING GROUP, INC	10970.02-1	07/02/2018	5/31/18	438.42.4200.423.30300	4,604.15
FINANCE & COMMERCE, INC.	743805824	07/02/2018	10062309	438.42.4200.423.50025	107.60
FINANCE & COMMERCE, INC.	743805824	07/02/2018	10062309	438.42.4200.423.50025	107.60
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	438.42.4200.423.50025	43.12
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	438.42.4200.423.50025	43.13
Fund 438 - 2018 IMPROVEMENT FUND Total:					8,036.70

Fund: 440 - PAVEMENT MANAGEMENT PROJ

KIMLEY-HORN & ASSOCIATES, I...	11240277	07/02/2018	160509021.3	440.74.5900.740.30300	5,774.34
BRAUN INTERTEC CORPORATION	B130198	07/02/2018	I09213	440.74.5900.740.30300	19,574.50
SRF CONSULTING GROUP, INC	09278.00-15	07/02/2018	5/31/18	440.74.5900.740.30300	273.42
SHORT ELLIOTT HENDRICKSON, ...	351403	07/02/2018	4340	440.74.5900.740.30300	12,182.81
AMERICAN ENGINEERING TEST...	901344	07/02/2018	INV001	440.74.5900.740.30300	1,000.00
BRAUN INTERTEC CORPORATION	B132551	07/02/2018	I09213	440.74.5900.740.30300	13,229.25
Fund 440 - PAVEMENT MANAGEMENT PROJ Total:					52,034.32

Fund: 446 - NW AREA

BARR ENGINEERING COMPANY	23190328.18-1	07/02/2018	2018 PROJECT REVIEWS	446.74.5900.746.30300	833.00
BARR ENGINEERING COMPANY	23190328.18-2	07/02/2018	2018 PROJECT REVIEWS	446.74.5900.746.30300	114.00
FINANCE & COMMERCE, INC.	743796655	07/02/2018	10062309	446.74.5900.746.50025	321.28
BOLTON & MENK, INC.	0217976	07/02/2018	T18.113208	446.74.5900.746.30300	3,710.00
LOJOVICH, BRADLEY	6/28/18	07/02/2018	CITY PROJECT NO. 2017-24 20-...	446.74.5900.746.80100	1,600.00
THOMAS CHARLES LUND	PERM. EASEMENT 2017-24	07/02/2018	PID 20-00500-51-010	446.74.5900.746.80100	14,100.00
THOMAS CHARLES LUND	TEMP. EASEMENT 2017-24	07/02/2018	PID 20-00500-51-010	446.74.5900.746.80100	2,800.00
Fund 446 - NW AREA Total:					23,478.28

Fund: 451 - HOST COMMUNITY FUND

BARR ENGINEERING COMPANY	23190218.00-265	07/02/2018	5/21/18	451.75.5900.751.30700	6,451.50
JOEL CARLSON	6/15/18	06/27/2018	JULY 2017	451.75.5900.751.30700	1,000.00
Fund 451 - HOST COMMUNITY FUND Total:					7,451.50

Fund: 454 - LANDFILL ABATEMENT

JR'S APPLIANCE DISPOSAL	95154	06/27/2018	6/7/18	454.43.5500.446.40025	220.25
Fund 454 - LANDFILL ABATEMENT Total:					220.25

Fund: 501 - WATER UTILITY FUND

SHERWIN-WILLIAMS	6480-7	06/27/2018	6682-5453-5	501.50.7100.512.40040	52.59
AUTOMATIC SYSTEMS CO.	32553 S	06/27/2018	INVE01	501.50.7100.512.40042	251.05
VALLEY-RICH CO, INC	25654	07/02/2018	R180354 06/15	501.50.7100.512.40046	4,007.32
USABBLUEBOOK	585378	06/27/2018	656648	501.50.7100.512.40042	364.10
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	501.50.7100.512.30550	47.83
LVC COMPANIES, INC.	SO1.149525	07/02/2018	85892	501.50.7100.512.40040	606.72
HAWKINS, INC.	4295171	06/27/2018	108816	501.50.7100.512.60019	639.80
TODD DOUGLAS EDINGER - RMR..	2018211	06/27/2018	6/6/18	501.50.7100.512.30700	1,528.64
CORE & MAIN LP	I980332	06/27/2018	099872	501.50.7100.512.40043	179.16
METROWIDE PLUMBING LLC	6/11/18	06/27/2018	6/11/18	501.50.7100.512.40043	1,620.00
PINE BEND PAVING, INC.	9061118	07/02/2018	6/11/18	501.50.7100.512.60016	2,912.05
CSS	9577	07/02/2018	6/11/18	501.50.7100.512.60016	686.34
WARNING LITES OF MINNESOTA..	201264	07/02/2018	INVE02	501.50.7100.512.40050	341.40
MN GLOVE & SAFETY, INC.	309417	06/27/2018	CTINVE	501.50.7100.512.60045	81.96
SHERWIN-WILLIAMS	7479-8	06/27/2018	6682-5453-5	501.50.7100.512.60016	48.12
CORE & MAIN LP	J018621	07/02/2018	099872	501.50.7100.512.40043	790.00
CORE & MAIN LP	J018899	07/02/2018	099872	501.50.7100.512.40043	600.00
CORE & MAIN LP	I922858	07/02/2018	099872	501.50.7100.512.40043	1,830.57
KEYS WELL DRILLING CO	2018042	07/02/2018	6/18/18	501.50.7100.512.40042	29,365.00
HAWKINS, INC.	4304723	07/02/2018	108816	501.50.7100.512.60019	639.80
Fund 501 - WATER UTILITY FUND Total:					46,592.45

Fund: 502 - SEWER UTILITY FUND

GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	502.51.7200.514.30550	23.23
AUTOMATIC SYSTEMS CO.	32604 S	07/02/2018	INVE01	502.51.7200.514.40042	297.20
FLEXIBLE PIPE TOOL COMPANY	22538	07/02/2018	6/19/18	502.51.7200.514.40043	1,116.90
Fund 502 - SEWER UTILITY FUND Total:					1,437.33

Expense Approval Report

Payment Dates: 06/21/2018 - 07/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 503 - INVER WOOD GOLF COURSE					
MTI DISTRIBUTING CO	1158805-00	07/02/2018	402307	503.52.8600.527.60050	481.47
XCEL ENERGY	590194391	06/28/2018	Gas & Electric	503.52.8500.526.40010	125.60
XCEL ENERGY	590194391	06/28/2018	Gas & Electric	503.52.8500.526.40020	445.05
XCEL ENERGY	590194391	06/28/2018	Gas & Electric	503.52.8600.527.40010	401.97
XCEL ENERGY	590194391	06/28/2018	Gas & Electric	503.52.8600.527.40020	302.73
CALLAWAY GOLF	929170391	06/27/2018	33499	503.52.8200.523.76450	654.00
MANSFIELD OIL COMPANY	20750667	06/27/2018	24129	503.52.8600.527.60021	1,616.71
NATURE CALLS, INC.	25737	07/02/2018	5/31/18	503.52.8600.527.40065	124.27
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	503.52.8000.521.30550	11.00
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	503.52.8600.527.30550	25.50
ALL STAR PRO GOLF, INC.	INVA2241	06/27/2018	210365	503.52.8200.523.76400	393.40
SUPERIOR TURF SERVICES INC	14736	06/27/2018	6/6/18	503.52.8600.527.60030	1,429.32
GERLACH OUTDOOR POWER E...	154438	06/27/2018	109606	503.52.8600.527.40042	1,163.41
ESCAPE FIRE PROTECTION LLC	24263	06/27/2018	6/6/18	503.52.8500.526.50055	275.00
MTI DISTRIBUTING CO	1168154-01	06/27/2018	402307	503.52.8600.527.40042	144.62
SUPERIOR TURF SERVICES INC	14744	06/27/2018	6/7/18	503.52.8600.527.60035	1,039.12
MTI DISTRIBUTING CO	1169208-00	06/27/2018	402307	503.52.8600.527.60050	351.84
GERLACH OUTDOOR POWER E...	154702	06/27/2018	109606	503.52.8600.527.40042	79.48
HEGGIES PIZZA	750529668	06/27/2018	C224	503.52.8300.524.76050	182.45
MANSFIELD OIL COMPANY	20782225	06/27/2018	24129	503.52.8400.525.60021	1,492.22
M. AMUNDSON LLP	260109	06/27/2018	902858	503.52.8300.524.76050	294.15
JOHNSON BROTHERS LIQUOR C...	3268698	06/27/2018	6/12/18	503.52.8300.524.76150	685.00
US FOODSERVICE	3680354	07/02/2018	03805983	503.52.8300.524.60065	44.22
US FOODSERVICE	3680354	07/02/2018	03805983	503.52.8300.524.76050	696.06
US FOODSERVICE	3680354	07/02/2018	03805983	503.52.8300.524.76100	109.09
COLLEGE CITY BEVERAGE	433671	06/27/2018	3592	503.52.8300.524.76150	101.00
COCA COLA BOTTLING COMPA...	3607204043	06/27/2018	6/13/16	503.52.8300.524.76100	769.31
COLLEGE CITY BEVERAGE	195-4072	06/27/2018	3592	503.52.8300.524.76150	778.60
BREAKTHRU BEVERAGE MINNE...	1090870694	06/27/2018	102294	503.52.8300.524.76150	336.00
JJ TAYLOR DIST. COMPANY OF ...	2854653	06/27/2018	00834	503.52.8300.524.76150	515.00
MERCURY ELECTRIC CORPORAT...	9819	06/27/2018	6/16/18	503.52.8600.527.60008	611.05
NAPA OF INVER GROVE HEIGHTS	5762-080166	06/27/2018	4165	503.52.8600.527.40042	47.24
REED'S SALES & SERVICE	154648	07/02/2018	402307	503.52.8600.527.60022	92.69
BERGERSON-CASWELL INC	25653	07/02/2018	INVERWOOD	503.52.8500.526.80300	16,915.00
HANCO CORPORATION	422694	07/02/2018	332801	503.52.8600.527.60014	739.16
NAPA OF INVER GROVE HEIGHTS	5762-081238	07/02/2018	4165	503.52.8600.527.40042	125.33
YAMAHA GOLF & UTILITY, INC.	01-205852	07/02/2018	INVERWOOD	503.52.8600.527.40042	86.96
MADISON NATIONAL LIFE INSU...	1302273	07/02/2018	JULY 2018 GROUP #012439	503.52.8600.527.20630	-66.09
Fund 503 - INVER WOOD GOLF COURSE Total:					33,622.43
Fund: 511 - NWA - WATER					
HOISINGTON KOEGLER GROUP ...	016-062-17	07/02/2018	016-062	511.50.7100.512.30700	2,532.60
EHLERS AND ASSOCIATES, INC.	77041	07/02/2018	6/11/18	511.50.7100.512.30150	780.00
Fund 511 - NWA - WATER Total:					3,312.60
Fund: 512 - NWA - SEWER					
HOISINGTON KOEGLER GROUP ...	016-062-17	07/02/2018	016-062	512.51.7200.514.30700	2,532.60
EHLERS AND ASSOCIATES, INC.	77041	07/02/2018	6/11/18	512.51.7200.514.30150	780.00
Fund 512 - NWA - SEWER Total:					3,312.60
Fund: 602 - RISK MANAGEMENT					
LEAGUE OF MN CITIES INS TRUST LMC CA 000000056103		07/02/2018	MICHAEL CRAWFORD	602.00.2100.415.40048	1,395.00
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	602.00.2100.415.30550	2.15
Fund 602 - RISK MANAGEMENT Total:					1,397.15
Fund: 603 - CENTRAL EQUIPMENT					
EMERGENCY APPARATUS MAIN...	98503	05/08/2018	2/16/18	603.00.5300.444.40041	917.28
EMERGENCY APPARATUS MAIN...	99319	05/08/2018	4/2/18	603.00.5300.444.40041	-1,392.41
XCEL ENERGY	590366105	06/28/2018	Gas & Electric	603.00.5300.444.40010	969.07
XCEL ENERGY	590366105 CR	06/28/2018	Gas & Electric	603.00.5300.444.40020	-903.16
NORTHLAND CHEMICAL CORP	1107	06/27/2018	5/18/18	603.00.5300.444.60012	113.94

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Payment Dates: 06/21/2018 - 07/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0421780	06/27/2018	109458	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0421780	06/27/2018	109458	603.00.5300.444.60045	39.67
EMERGENCY APPARATUS MAIN...	100260	06/27/2018	5/21/18	603.00.5300.444.40041	1,728.25
HANCO CORPORATION	417107	06/27/2018	332660	603.00.5300.444.60014	245.81
EMERGENCY AUTOMOTIVE TEC...	WC050218-2	06/28/2018	91180	603.00.5300.444.40041	1,291.66
HOSE / CONVEYORS INC	00074364	06/26/2018	CIT300	603.00.5300.444.40041	142.52
MTI DISTRIBUTING CO	1163204-00	06/27/2018	91180	603.00.5300.444.40041	1,698.00
ZARNOTH BRUSH WORKS	0170358-IN	06/27/2018	INV1669	603.140.1450050	450.00
O' REILLY AUTO PARTS	1767-332012	06/27/2018	62588	603.00.5300.444.40041	42.21
INVER GROVE FORD	5253163	06/27/2018	5/30/18	603.00.5300.444.40041	152.84
INVER GROVE FORD	5253164	06/27/2018	5/30/18	603.00.5300.444.40041	53.50
ZACK'S, INC.	32810	06/27/2018	5/31/18	603.00.5300.444.60012	191.81
INVER GROVE FORD	5253255	06/27/2018	5/31/18	603.00.5300.444.40041	-53.50
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	603.00.5300.444.30550	12.74
UNIFIRST CORPORATION	090 0424048	06/27/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0424048	06/27/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0424048	06/27/2018	1051948	603.00.5300.444.60045	45.99
HANCO CORPORATION	419436	06/27/2018	332660	603.00.5300.444.60014	1,184.89
NUSS TRUCK AND EQUIPMENT	4007668	06/27/2018	38679B	603.00.5300.444.40041	3,442.28
OXYGEN SERVICE COMPANY, INC	08171356	06/27/2018	04393	603.00.5300.444.60012	126.45
TRI-STATE BOBCAT INC.	P92712	06/27/2018	16312	603.00.5300.444.40041	91.32
ZACK'S, INC.	32822	06/27/2018	Z159	603.00.5300.444.60012	57.41
CENTENNIAL GLASS	I00008014	06/27/2018	6/7/18	603.00.5300.444.40041	220.00
TOWMASTER TRAILERS INC	404917	06/27/2018	2946	603.00.5300.444.40041	2,888.00
HANCO CORPORATION	420526	06/27/2018	332660	603.00.5300.444.60012	50.86
INVER GROVE FORD	5253630	06/27/2018	6/8/18	603.00.5300.444.40041	111.84
UNIFIRST CORPORATION	090 0425163	06/27/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0425163	06/27/2018	1051948	603.00.5300.444.60045	39.67
CFA SOFTWARE INC	13838	06/27/2018	9845	603.00.5300.444.40042	2,995.00
O' REILLY AUTO PARTS	1767-334522	06/27/2018	62588	603.00.5300.444.40041	69.55
O' REILLY AUTO PARTS	1767-334575	06/27/2018	452030	603.00.5300.444.60040	29.98
HOTSYS EQUIPMENT OF MINNE...	59840	06/27/2018	IG07557	603.00.5300.444.40040	418.23
METROWIDE PLUMBING LLC	6/11/18	06/27/2018	6/11/18	603.00.5300.444.40040	555.00
CRAWFORD DOOR SALES COM...	30186	06/27/2018	4840	603.00.5300.444.40040	1,978.69
BILL RASCHER MECHANICAL INC.	6690	06/27/2018	6/12/18	603.00.5300.444.40040	4,065.00
GRAINGER	9816061999	06/27/2018	806460150	603.00.5300.444.60012	21.20
OXYGEN SERVICE COMPANY, INC	08173302	06/27/2018	04393	603.00.5300.444.60012	50.17
O' REILLY AUTO PARTS	1767-335024	06/27/2018	452030	603.00.5300.444.60040	20.98
ALLSTATE PETERBILT OF SOUTH...	2504138349	06/27/2018	14649	603.00.5300.444.60012	19.99
SNAP-ON INDUSTRIAL	ARV/36441333	06/27/2018	200100474	603.00.5300.444.60040	435.92
MTI DISTRIBUTING CO	1171719-00	06/27/2018	91180	603.00.5300.444.40041	156.18
O' REILLY AUTO PARTS	1767-335176	06/27/2018	1578028	603.00.5300.444.40041	2.80
O' REILLY AUTO PARTS	1767-335183	06/27/2018	1578028	603.140.1450050	14.24
O' REILLY AUTO PARTS	1767-335209	06/27/2018	1578028	603.140.1450050	20.86
O' REILLY AUTO PARTS	1767-335211	06/27/2018	1578028	603.00.5300.444.40041	41.16
O' REILLY AUTO PARTS	1767-335219	06/27/2018	1578028	603.00.5300.444.40041	48.94
O' REILLY AUTO PARTS	1767-335227	06/27/2018	1578028	603.00.5300.444.60012	60.38
O' REILLY AUTO PARTS	1767-335410	06/27/2018	1578028	603.140.1450050	128.28
O' REILLY AUTO PARTS	1767-335424	06/27/2018	1578028	603.00.5300.444.40041	22.50
POMP'S TIRE SERVICE, INC.	9800429204	06/27/2018	4502557	603.140.1450050	1,330.20
ZIEGLER INC	PC001978715	06/27/2018	4069900	603.00.5300.444.40041	24.57
UNIFIRST CORPORATION	090 0426313	06/27/2018	1051948	603.00.5300.444.40065	169.94
UNIFIRST CORPORATION	090 0426313	06/27/2018	1051948	603.00.5300.444.60045	38.23
O' REILLY AUTO PARTS	1767-335927	06/27/2018	1578028	603.00.5300.444.40041	117.71
SHORT ELLIOTT HENDRICKSON, ...	351726	06/27/2018	4340	603.00.5300.444.40040	803.19
O' REILLY AUTO PARTS	1767-336266	06/27/2018	1578028	603.140.1450050	11.79
MIDWEST LIFT WORKS LLC	1939	06/27/2018	6/19/18	603.00.5300.444.40040	1,865.14
O' REILLY AUTO PARTS	1767-336480	07/02/2018	1578028	603.00.5300.444.60040	16.99
WORLD FUEL SERVICES	4452450590-41801	07/02/2018	112741	603.00.5300.444.40041	132.55
WORLD FUEL SERVICES	4452450590-41801	07/02/2018	112741	603.140.1450050	667.57

Expense Approval Report

Payment Dates: 06/21/2018 - 07/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOSE / CONVEYORS INC	00074948	07/02/2018	CIT300	603.00.5300.444.40041	10.00
O' REILLY AUTO PARTS	1767-336873	07/02/2018	1578028	603.00.5300.444.40041	6.76
MID CITY SERVICES, INC.	81767	07/02/2018	6/22/18	603.00.5300.444.40065	45.75
SNAP-ON INDUSTRIAL	ARV/36556397	07/02/2018	6/23/18	603.00.5300.444.60040	487.48
MN DEPT OF REVENUE	MAY 2018	06/27/2018	PETRO TAX	603.00.5300.444.40041	475.38
O' REILLY AUTO PARTS	1767-335992	06/27/2018	1578028	603.00.5300.444.40041	-18.00

Fund 603 - CENTRAL EQUIPMENT Total: 31,849.45

Fund: 605 - CITY FACILITIES

XCEL ENERGY	590366105	06/28/2018	Gas & Electric	605.00.7500.460.40020	6,437.09
LONE OAK COMPANIES	78679	06/27/2018	5/30/18	605.00.7500.460.50035	604.72
CULLIGAN	5/31/18	06/27/2018	157-98503022-8	605.00.7500.460.60011	48.50
GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	605.00.7500.460.30550	3.50
MAINSTREET DESIGNS, INC.	27375	06/27/2018	6/4/18	605.00.7500.460.60065	814.00
AEP ONSITE PARTNERS, LLC	419-21126437	06/27/2018	6/6/18	605.00.7500.460.40020	2,969.04
HUEBSCH SERVICES	4089650	06/27/2018	100075	605.00.7500.460.40065	118.22
OVERHEAD DOOR CO OF THE N...	105644	07/02/2018	6/18/18	605.00.7500.460.40040	384.24
REFLECTIONS WINDOW WASH...	4568	07/02/2018	6/18/18	605.00.7500.460.40040	2,602.00

Fund 605 - CITY FACILITIES Total: 13,981.31

Fund: 606 - TECHNOLOGY FUND

GENESIS EMPLOYEE BENEFITS, ...	IN1284962	07/02/2018	Payroll	606.00.1400.413.30550	28.30
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Fund 606 - TECHNOLOGY FUND Total: 28.30

Fund: 702 - ESCROW FUND

BARR ENGINEERING COMPANY	23190328.18-1	07/02/2018	2018 PROJECT REVIEWS	702.229.2291802	2,472.00
BARR ENGINEERING COMPANY	23190328.16-24	07/02/2018	2016 PROJECT REVIEWS	702.229.2296102	263.00
BARR ENGINEERING COMPANY	23190328.17-9	07/02/2018	2017 PROJECT REVIEWS	702.229.2285702	284.00
BARR ENGINEERING COMPANY	23190328.18-2	07/02/2018	2018 PROJECT REVIEWS	702.229.2291802	672.00
BARR ENGINEERING COMPANY	23190328.18-2	07/02/2018	2018 PROJECT REVIEWS	702.229.2293102	1,194.00
EMMONS & OLIVIER RESOURCES	00095-0058-2	07/02/2018	00095-0058	702.229.2284602	274.50
EMMONS & OLIVIER RESOURCES	00095-0058-2	07/02/2018	00095-0058	702.229.2288101	236.00
BARR ENGINEERING COMPANY	23190218.00-265	07/02/2018	5/21/18	702.229.2282601	4,244.00
BARR ENGINEERING COMPANY	23190218.00-265	07/02/2018	5/21/18	702.229.2293002	90.00
BOLTON & MENK, INC.	0217872	07/02/2018	T18.116096	702.229.2293402	1,595.00
SHORT ELLIOTT HENDRICKSON, ...	351902	07/02/2018	4340	702.229.2298602	1,092.17
CULLIGAN	5/31/18 157-98473242-8	06/27/2018	157-98473242-8	702.229.2286300	42.05
WENCK ASSOCIATES, INC.	11803316	07/02/2018	B3619-0006	702.229.2293402	1,881.60
BARR ENGINEERING COMPANY	23190328.16-25	07/02/2018	BRCO OBSERVATION	702.229.2296102	503.91
BARR ENGINEERING COMPANY	23190328.17-10	07/02/2018	2017 PROJECT REVIEWS	702.229.2285702	837.85
BARR ENGINEERING COMPANY	23190328.17-10	07/02/2018	2017 PROJECT REVIEWS	702.229.2286102	369.00
BARR ENGINEERING COMPANY	23190328.18-3	07/02/2018	2018 PROJECT REVIEWS	702.229.2291802	396.00
BARR ENGINEERING COMPANY	23190328.18-3	07/02/2018	2018 PROJECT REVIEWS	702.229.2293102	456.00
INVER GROVE CHIROPRACTIC	6/14/18	06/27/2018	ESCROW RELEASE 2940 65TH	702.229.2299901	1,000.00
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	702.229.2293402	20.13
LILLIE SUBURBAN NEWSPAPERS	6/27/18 001363	07/02/2018	Advertising/Publishing	702.229.2297402	57.50
NORTHERN SERVICE CENTER	19WSCR15119481	07/02/2018	CYRUS JOSEPHINE	702.229.2291000	50.00

Fund 702 - ESCROW FUND Total: 18,030.71

Grand Total: 847,237.49

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the resolution making an election not to waive the statutory tort limit for liability insurance purposes.

SUMMARY

The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires City Council to make an annual election to waive or not waive statutory tort limits. The City has never waived the tort limit. The attached resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence. The City's current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. LMCIT does allow cities to waive those limits if they so choose. Since cities have a choice to waive or not to waive LMCIT requires cities to make the election annually.

I recommend that the Council adopt the attached resolution making an election not to waive the statutory tort limit for liability insurance purposes.

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

RESOLUTION NO. ____

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT
LIMITS FOR LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, LMCIT allows the City an option to waive those limits; and

WHEREAS, LMCIT has asked the City to make the election annually with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted by the City of Inver Grove Heights this 9th day of July 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Application to the Transportation Advisory Board (TAB) for 2018 Regional Solicitation Grant Funds to Support Construction of an off-Street Trail Along Babcock Trail

Meeting Date: July 9, 2018
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Authorize submittal of Regional Solicitation Grant and approve attached resolution.

SUMMARY

The City completed a Trail Gap Study in 2011 which identified many “gaps” in the city’s trail/sidewalk network. Since then, the City has pursued closing these “gaps” at opportune times in conjunction with development, street improvement project and/or park improvement projects.

One of the more significant gaps identified in the study include a gap along Babcock Trail (County Road 73) between Upper 55th and 494. To plan for future construction of the trail, the City and County worked cooperatively to fund a 30% plan set for the project and in December 2017 the Council accepted the feasibility.

The project has an estimated construction cost of \$450,000 and would be funded by the County and City. Another potential funding source for the project is the 2018 Regional Solicitation Grant which would pay up to 80% of the project costs. It is recommended the Council authorize for the submittal of the grant and approve the attached resolution.

RESOLUTION NO. ____-____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MN

**RESOLUTION AUTHORIZING APPLICATION TO THE TRANSPORTATION ADVISORY BOARD (TAB) FOR
2018 REGIONAL SOLICITATION GRANT FUNDS TO SUPPORT CONSTRUCTION OF AN OFF-STREET TRAIL
ALONG BABCOCK TRAIL.**

WHEREAS, the Metropolitan Council and the TAB have announced a solicitation for 2022 and 2023 federal funding for motorized and non-motorized transportation projects; and

WHEREAS, the program will fund up to 80 percent of project right of way and construction costs;
and

WHEREAS, non-federal funds must be at least 20 percent of the project costs; and

WHEREAS, an application must be submitted by July 13, 2018 for consideration; and

WHEREAS, the Babcock Trail corridor has been identified by the Metropolitan Council as a
Regional Bicycle Transportation Network Corridor; and

WHEREAS, the City of Inver Grove Heights and Dakota County partnered together to complete a
feasibility study for the Babcock Trail in 2017 and strongly support construction of the Babcock Trail.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights that the City
supports seeking Regional Solicitation Grant Funding for the construction of a bicycle/pedestrian trail
along Babcock Trail.

BE IT FURTHER RESOLVED, by the City Council for the City of Inver Grove Heights hereby approves the
submittal of a Regional Solicitation application for the construction of an off-street bicycle/pedestrian
trail along Babcock Trail from the I-494 E bridge to Upper 55th Street E.

Passed and duly adopted by the City Council of the City of Inver Grove Heights, Minnesota, this ____ day
of _____, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2018 PRIMARY AND GENERAL ELECTIONS

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Appointing Election Judges for the State Primary August 14, 2018 and General Election November 6, 2018.

SUMMARY Pursuant to the Minnesota Election Laws, §204B.21 Subd. 2, Election Judges for precincts in a municipality shall be appointed by the governing body of the municipality. The City Council shall approve the attached Resolution appointing Election Judges for the August 14, 2018 and November 6, 2018 Elections.

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

RESOLUTION NO.

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE STATE AND
MUNICIPAL ELECTION ON AUGUST 14, 2018 AND NOVEMBER 6, 2018**

BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:

Pursuant to the Minnesota Election Laws, §204B.21 Subd. 2, the following persons are hereby appointed Election Judges for the State and Municipal Elections on August 14, 2018 and November 6, 2018; and the City Clerk is hereby authorized to appoint the Head Judges and Election Judges along with making additional Election Judge appointments or changes as necessary.

Adopted by the City Council of the City of Inver Grove Heights on this 9th day of July, 2018.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Election Judges 2018

<u>First Name</u>	<u>Last Name</u>
Meredith	Ahlgren
Patricia	Anaya
Barbara	Anderson
Francis	Anderson
Marilyn	Anderson
Linda	Baker
Rachel	Behrens
Amy	Berres
Susan	Berres
Gerald	Biese
Cynthia	Bonawitz
Darlene	Bongers
Ricard	Bongers
Patrick	Brooks
Beverly	Carey
Heidi	Christian
Rita	Clare
Dan	Dahlke
Lauren	DeGidio
Lori	DeMaio
James	Dickinson
Alan	Egging
Mary	Egging
Albert	Eiden
Cory	Elsmore
Twile	Ellingson
Linda	Franke
Karen	Freer
Christine	Grinsteinner
Colleen	Goehring
Wendy	Haavisto
Judith	Hamen
Cyndi	Hanson
Mary Ann	Hemann
Jeanne Marie	Hernandez
Betty	Hockinson
Robert	Hodges-Bonawitz
Eugene	Jensen
Margaret	Johnson
Thomas	Johnson
Margaret	Johnston
Robert	Jordan
Debbie	Kammerer
James	Karels
Jody	Karels
James	Kellgren
James	Kellgren
Mahbubur	Khan
Sara	Klasky
Ross	Kopher
Leslie	Krona

Judy	Larson
Susan	Lentz
Alice	Lesney
Kari	Lorch
Gary	Lothenbach
Clifford	MacDonald
Margaret	MacDonald
Greg	Malecha
Bradley	Mathison
Laura	McGlauchlen
John	McQuade
Mary	Mcquade
Kathy	Michels
Danielle	Moynihan
Verlene	Myers
David	Novack
Debbie	Oehme
Kymn	Paulson
Jeffrey	Pelletier
Dian	Piekarski
Ardis	Pieper
Pierre	Piper
Michael	Pliml
Sandra	Retka
JoEllen	Schwake
Darlene	Scott
Kevin	Sethre
Malachi	Slaughter
Ronald	Smith
Benjamin	Steward
Laine	Suppes
Rachel	Tallarini
Patreshia	Tkach
Ted	Trenzeluk
Shirley	Tresselt
Charles	Plater Turner
Jolene	Veldhuis
Alexis	Verdeja
Patti Jo	Verdeja
Dawn	Vorderbruggen Gaetke
Richard	Webb
Dennis	Wippermann
Manal	Youssef
Manal	Youssef
Dennis	Zarembinski

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for 6818 Argenta Trail (East ½ of the Southwest ¼ of Section 6, Township 27, Range 22, Dakota County, Minnesota)

Meeting Date: July 9, 2018 Item Type: Consent Contact: Thomas J. Kaldunski, 651-450-2572 Prepared by: Thomas J. Kaldunski, City Engineer Reviewed by: Scott D. Thureen, Public Works Director	<i>TJK</i> <i>SDT</i>	Fiscal/FTE Impact: <table border="1"> <tr><td>☒</td><td>None</td></tr> <tr><td>☐</td><td>Amount included in current budget</td></tr> <tr><td>☐</td><td>Budget amendment requested</td></tr> <tr><td>☐</td><td>FTE included in current complement</td></tr> <tr><td>☐</td><td>New FTE requested – N/A</td></tr> <tr><td>☐</td><td>Other</td></tr> </table>	☒	None	☐	Amount included in current budget	☐	Budget amendment requested	☐	FTE included in current complement	☐	New FTE requested – N/A	☐	Other
☒	None													
☐	Amount included in current budget													
☐	Budget amendment requested													
☐	FTE included in current complement													
☐	New FTE requested – N/A													
☐	Other													

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement for 6818 Argenta Trail (East ½ of the Southwest ¼ of Section 6, Township 27, Range 22, Dakota County, Minnesota).

SUMMARY

The owners of 6818 Argenta Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Kyle C. Van and Megan N. Hannon, have provided the required grading, erosion control, and storm water management plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement for 6818 Argenta Trail (East ½ of the Southwest ¼ of Section 6, Township 27, Range 22, Dakota County, Minnesota).

TJK/mw

Attachments: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
6818 ARGENTA TRAIL WEST
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
6818 ARGENTA TRAIL WEST
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 9th day of July, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for construction of a home addition and garage expansion on the Property;

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Kyle C. Van and Megan N. Hannon, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

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

If to Owner:
Kyle C. Van and Megan N. Hannon
6818 Argenta Trail West
Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

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

ARTICLE 3

IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and

shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

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

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings

shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

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

year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by

the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

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

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

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement

without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 9th day of July, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:



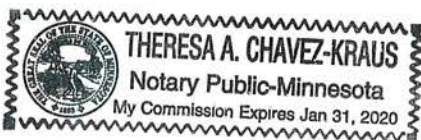
Kyle C. Van



Megan N. Hannon

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 26 day of July, 2018, by Kyle C. Van and Megan N. Hannon, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.





Notary Public

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

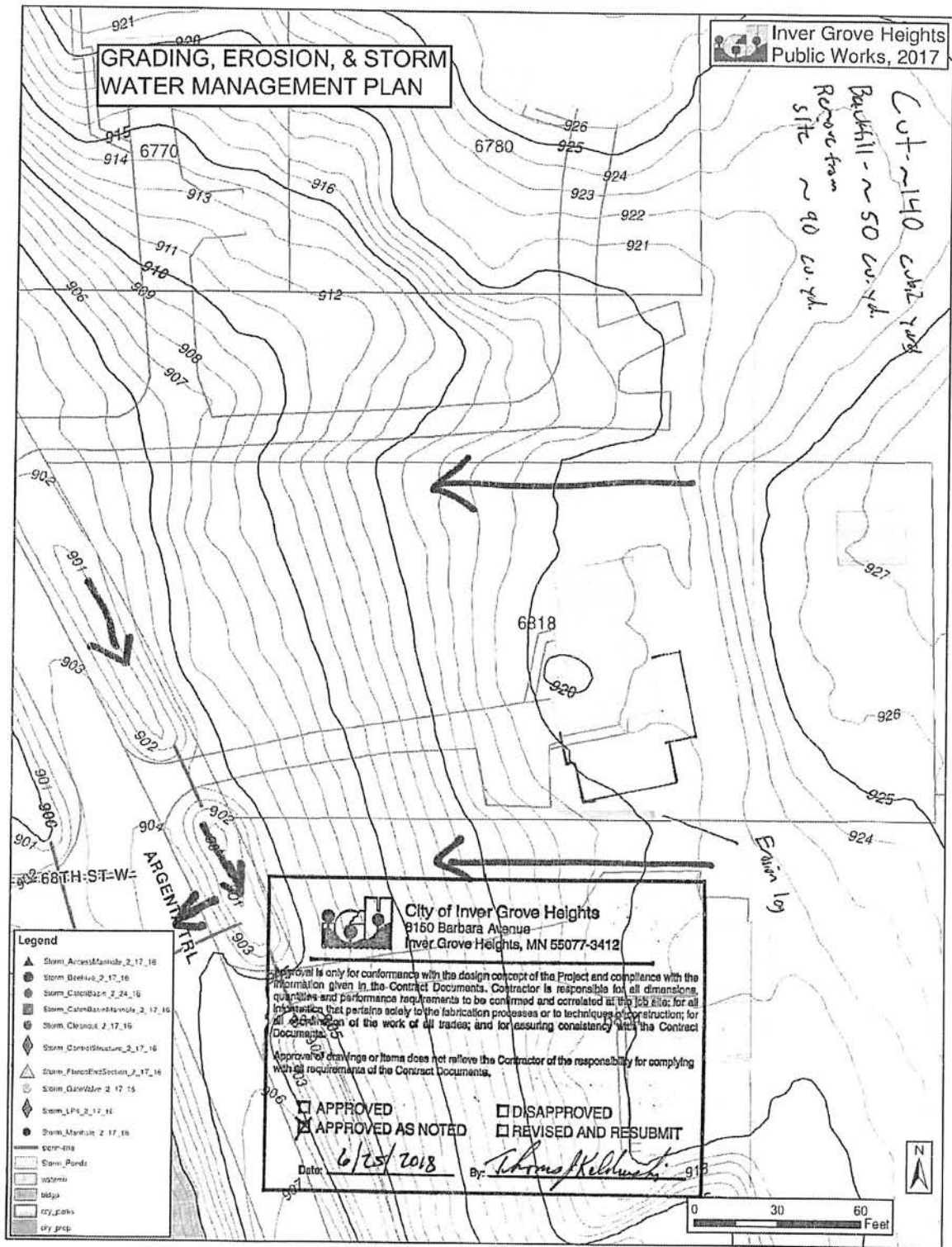
Real property in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

All that part of the East one-half of the Southwest Quarter of Section Six (6), Township Twenty-Seven (27), Range Twenty-Two (22), described as follows: Commencing at a point on the North and South Quarter line of Section Six (6), Township Twenty-Seven (27), Range Twenty-Two (22), which point is 818.3 feet North of the South line of said Section Six (6); thence West one-hundred thirty (W 130) feet to the actual point of beginning; thence continuing West to the center line of Sunfish Road; thence northwesterly along the center line of Sunfish Road to a point that is 948.3 feet due North of the South line of said Section Six (6); thence East to a point that is 130 feet West of the North and South Quarter line of said Section Six (6); thence South 130 feet to the point of beginning.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Grading, Erosion and Stormwater Management Plan	6-25-18	City

The Development Plans were approved by the City Engineer on June 25, 2018.



APPENDIX 2
IMPROVEMENTS

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Easement Encroachment Agreement for 11332 Apennine Way (Lot 2, Block 1, Broadmoor)

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SDT

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

PURPOSE/ACTION REQUESTED

Approve the execution of an agreement related to a home owner's above ground pool encroaching within a drainage and utility easement.

SUMMARY

The owners of 11332 Apennine Way have agreed to execute an Encroachment Agreement to install an above ground pool on an existing drainage and utility easement. The owners, Chad and Jennifer Conoryea, have signed the Encroachment Agreement (attached). An engineering escrow of \$500.00 has been provided to cover attorney fees.

It is recommended that the City Council authorize the execution of the agreement as outlined in the memo.

TJK/mw

Attachments: Encroachment Agreement

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, BROADMOOR, CIC NO. 337, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, BROADMOOR, CIC NO. 337 (Agreement) is made this 9th day of July, 2018, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Chad A. Conoryea and Jennifer L. Conoryea, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 2, Block 1, Broadmoor, CIC No. 337, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means the following easement located on the Subject Land:

The drainage and utility easements located on Lot 2, Block 1, Broadmoor, dedicated to the City of Inver Grove Heights as shown on the plat of Broadmoor, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Chad A. Conoryea and Jennifer L. Conoryea, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Chad A. Conoryea and Jennifer L. Conoryea
11332 Apennine Way
Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 Landowner Improvements. “Landowner Improvements” means the above-ground swimming pool located on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.
- e.) The Landowner agrees that Landowner will remove the Landowner Improvements from the Subject Land if the Landowner Improvements are not used for a period of one (1) year. Landowner further agrees that Landowner will

remove the Landowner Improvements from the Subject Land if Landowner sells the Subject Land; removal shall occur within 90 days after sale.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, fences, irrigation systems or buildings within the City Easement, except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

The Landowner agrees that Landowner will remove the Landowner Improvements from the Subject Land if the Landowner Improvements are not used for a period of one (1) year. Landowner further agrees that Landowner will remove the Landowner Improvements from the Subject Land if Landowner sells the Subject Land; removal shall occur within 90 days after sale.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner

Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any

such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the

provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

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

3.19 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of July, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

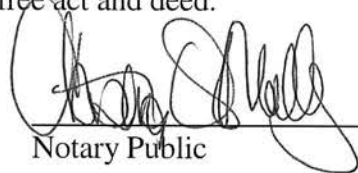
LANDOWNER:


Chad A. Conoryea

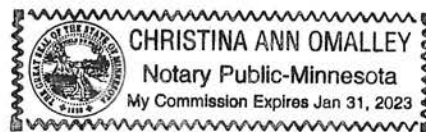

Jennifer L. Conoryea

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 20th day of June, 2018, before me a Notary Public within and for said County, personally appeared Chad A. Conoryea and Jennifer L. Conoryea, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Notary Public



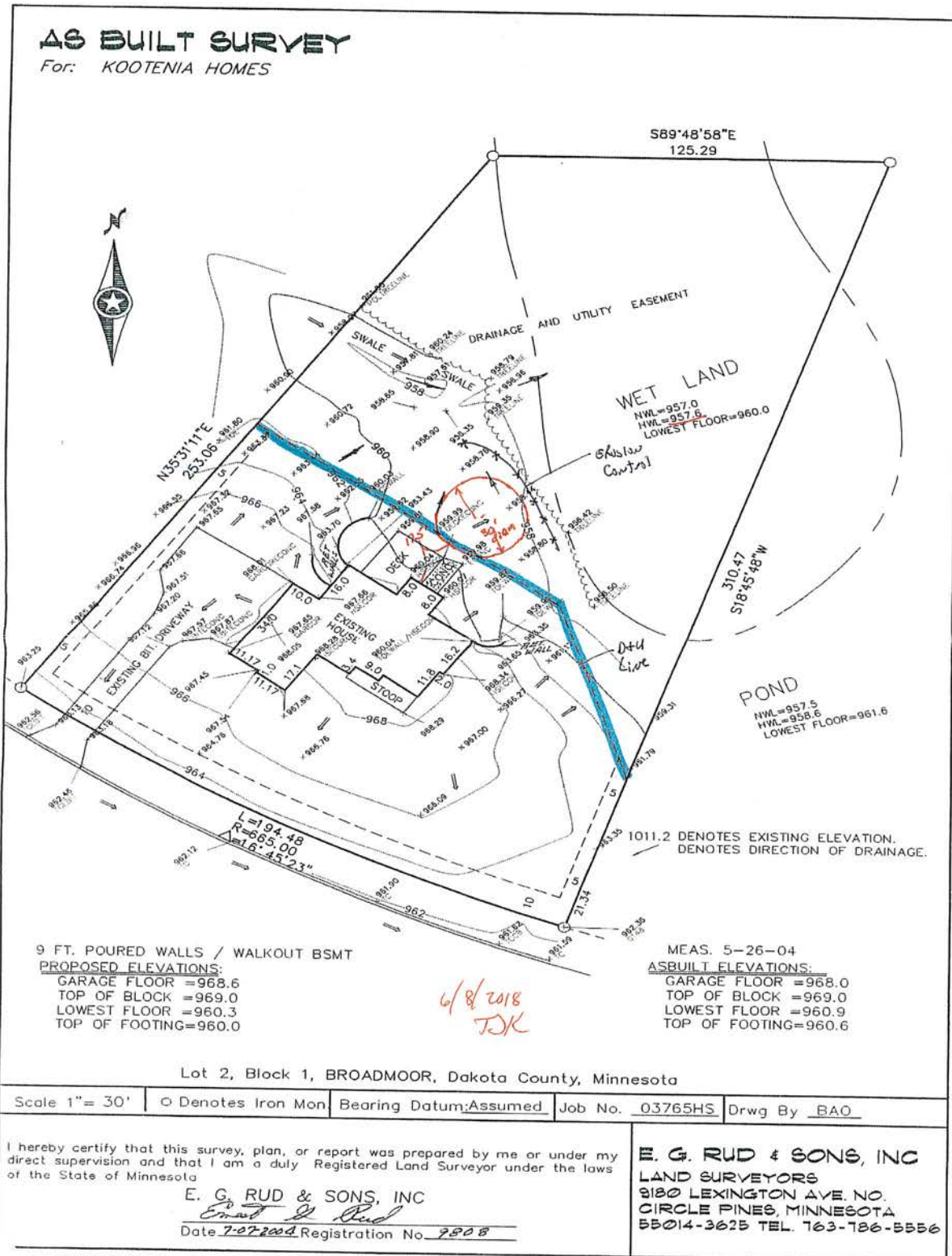
This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A CONSTRUCTION PLAN

AS BUILT SURVEY

For: KOOTENIA HOMES



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Letter of Support for Regional Solicitation Grant Application

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of letter of support for Regional Solicitation Grant application.

SUMMARY

The City, Dakota County, and the City of Eagan are currently partnering in a study for the expansion of County State Aid Highway (CSAH) 26 (Lone Oak Road/70th Street) from two lanes to a four-lane divided roadway with dedicated left/right turn lanes, and modifications to its vertical alignment. The project is in the current Capital Improvement Program.

Dakota County will be submitting a Regional Solicitation Grant Application to the Metropolitan Council for this project. Every two years, the Regional Solicitation process allocates federal transportation funds to locally initiated projects to meet regional transportation needs. The current application cycle is for projects programmed fiscal year 2022 and 2023. If the application is successful, the City's share of the project cost would be reduced.

I recommend that the City Council approve the letter of support.

SDT/kf

Attachment: Letter of Support



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

July 9, 2018

Mr. Mark Krebsbach
Dakota County Transportation Director/ County Engineer
14955 Galaxie Avenue, 3rd Floor
Apple Valley, MN 55124

RE: Federal FAST Act Letter of Support for Dakota County
CSAH 26 A-Minor Arterial Reconstruction/Modernization Project

Dear Mr. Krebsbach:

The City of Inver Grove Heights is supportive of Dakota County's application for federal funding for the widening of CSAH 26 (Lone Oak Road) from its intersection with Trunk Highway (TH) 149/55 in Eagan to its intersection with TH 3 in Inver Grove Heights including the realignment of CSAH 63 from CSAH 28 to existing CSAH 63 in Inver Grove Heights. The improvements of both the CSAH 26 and CSAH 63 segments of the County highway system are a priority for the City. In addition to improved safety the project will provide, the highway improvements will be an important part of the development of the northwest portion of Inver Grove Heights.

The project is a joint effort with Dakota County and the Cities of Inver Grove Heights and Eagan. The City supports this proposed project for federal funding and agrees to provide a financial commitment for the improvements directly related to the CSAH 26 Expansion and the CSAH 63 realignment within Inver Grove Heights.

Sincerely,

George Tourville
Mayor of Inver Grove Heights

GT/kf

cc: Joe Lynch, City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Amendment to Proposal for Professional Services for Preliminary and Final Design and Construction Plans and Specifications for City Project No. 2015-03 – 65th Street between Trunk Highway 3 and Argenta Trail

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving amendment to proposal for professional services for preliminary and final design and construction plans and specifications for City Project No. 2015-03 – 65th Street between Trunk Highway 3 and Argenta Trail.

SUMMARY

The City Council approved the original proposal for WSB & Associates, Inc. (in the amount of \$181,100) on April 10, 2017.

The attached letter from WSB provides a detailed explanation of the additional services provided. The primary drivers of the additional costs are: the inclusion of more design alternatives to minimize the amount of private land needing to be acquired, storm water design revisions to coordinate with the road design alternatives, the additional work to include the trunk water main design to allow it to be coordinated with this project, and additional time to assist with field staking and individual meetings with the owners of property where right-of-way, and permanent or temporary easements are needed.

I recommend approval of the professional services proposal amendment. Funding would come from Municipal State Aid Funds, the NWA Water Fund, and the NWA Storm Water Fund.

SDT/kf

Attachment: Resolution
 Proposal

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

**RESOLUTION APPROVING AMENDMENT TO PROFESSIONAL SERVICES PROPOSAL
FROM WSB & ASSOCIATES, INC. FOR CITY PROJECT NO. 2015-03 – 65TH STREET
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on April 10, 2017, the City Council approved an engineering services proposal for preparation of preliminary and final design, and the preparation of construction plans and specifications by WSB & Associates, Inc. for City Project No. 2015-03 – 65th Street Improvements; and

WHEREAS, additional services were necessary due to the inclusion of more design alternatives to minimize the amount of private land needed for the project, storm water drainage revisions to coordinate with the road design alternatives, the addition of trunk water main design to allow it to be coordinated with this project, and additional time to assist with field staking and individual meetings with the owners of property where right-of-way and permanent or temporary easements, are needed; and

WHEREAS, a proposal for additional professional engineering services for preliminary and final design and preparation of construction plans and specifications was received from WSB & Associates, Inc.

NOW, THEREFORE BE IT RESOLVED by the City Council of Inver Grove Heights that:

1. The City Council of Inver Grove Heights receives and accepts the WSB & Associates, Inc. proposal amendment for preliminary and final design and construction plans and specifications preparation services in the amount of \$78,968 for professional services for City Project No. 2015-03 – 65th Street Improvements.
2. Funding shall come from Municipal State Aid Funds, the NWA Water Fund, and the NWA Storm Water Fund.

Adopted by the City Council of Inver Grove Heights this 9th day of July 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



June 19, 2018

Mr. Scott Thureen, Public Works Director
City of Inver Grove Heights
8150 Barbara Ave E
Inver Grove Heights, MN 55077

Re: Additional Scope of Services for Final Design and Preparation of Construction Documents
Trunk Highway 3 and 65th Street Intersection Improvements
City Project No. 2017-24 (2015-03)
WSB Project No. 03599-000

Dear Mr. Thureen:

WSB & Associates, Inc. is pleased to provide the City of Inver Grove Heights the additional services requested for the preparation of construction documents, plans, specifications, and bidding for the proposed Trunk Highway 3 and 65th Street Intersection Improvements.

The impetus for this additional work was primarily based upon impacts to private property. WSB provided thoughtful alternatives and solutions to appease the private property owners along the project corridor and worked together with the City and the Minnesota Department of Transportation for an approved layout and final construction documents.

The additional scope of work required to complete the project includes layout alternatives, wall design, storm sewer revisions, watermain design, right of way acquisition work as detailed below.

Layout Alternatives:

The original scope called for WSB to develop the staff approved layout for the project. Early in the process WSB and the City determined that it would be necessary to develop multiple layout alternatives and evaluate how each of those alternatives would impact the adjacent parcels. Through this alternative process WSB needed to develop a geometric layout without walls, with a wall on the west side only, a wall on the east side only, and walls on both sides. Along with developing the geometric layout WSB needed to create a 3D model for each alternative in order to determine the construction limits and therefore the potential impacts to the adjacent parcels. Through this alternative process, the City and WSB selected the preferred alternative of including walls along both side of TH 3.

Original staff approved layout task in the contract was \$7,540. WSB developed 3 layouts. They were not all taken to the staff approved layout level but we created with enough detail that they could be evaluated by the City and MnDOT. The additional work cost is **\$19,544**.

Project Manager: 16 hours x \$143 = \$2,288
Project Engineer: 160 hours x \$102 = \$16,320
Administrative Staff: 12 hours x \$78 = \$936

Preferred Alternative (Walls):

The result of the preferred alternative was the addition of 3 walls along TH 3, 2 of which were significant in size. The original contract did not anticipate the design and plan preparation for retaining walls. The added cost for the design and plan preparation for the retaining walls, in addition to added utility coordination to relocate overhead lines behind the walls is **\$19,460**

Project Manager: 20 hours x \$143 = \$2,860
Project Engineer: 120 hours x \$102 = \$12,240
CAD Technician: 40 hours x \$109 = \$4,360

Storm Sewer System Revisions

The storm sewer system was revised multiple times due to the need to relocate treatment basins to locations that were preferred by property owners. In addition to the relocation of the basins there was also a need to increase the size of the overall storm sewer system, compared to what was anticipated in the original contract, due to the preferred alternative selection. Once the walls were chosen the result was that TH 3 would need to mainly be an urban section throughout the project limits. A ditch section would no longer suffice along the west side of TH 3, south of 65th Street. Therefore, storm sewer was added to the west curb line of TH 3. All the revisions to the storm sewer system also resulted in added coordination with the MnDOT Water Resources functional group. The additional work cost to add and revise the storm sewer system and basins is **\$23,592**.

Project Manager: 16 hours x \$143 = \$2,288
Project Engineer: 160 hours x \$102 = \$16,320
CAD Technician: 40 hours x \$109 = \$4,360
Administrative Staff: 8 hours x \$78 = \$624

Watermain Design Addition:

At the direction of the City WSB added watermain work to the plan set on TH 3 and along 65th Street to complete the City's watermain loop. This watermain was not in the original scope. The additional work cost for the added watermain is **\$9,596**

Project manager: 12 hours x \$143 = \$1,716
Project Engineer: 40 hours x \$102 = \$4,080
CAD Technician: 32 hours x \$109 = \$3,488
Administrative Staff: 4 hours x \$78 = \$312

Added Right of Way Services

At the direction of the City WSB staff assisted the City with RW acquisition coordination and additional surveying. The original scope called for WSB to identify the proposed easements, create the easement documents, and meet with property owners to discuss the easements. The main additional scope for this task is the additional design layouts required for the Peltier property and the easement staking performed by WSB. The additional work cost for the added right-of-way services is **\$6776.00**

Project manager: 6 hours x \$143 = \$858
Project Engineer: 20 hours x \$102 = \$2,040
Survey Coordinator: 4 hours x \$142 = \$568
Two-Person Survey Crew: 12 hours x \$185 = \$2,220
CAD Technician: 10 hours x \$109 = \$1,090

The total fee to complete the project is **\$78,968**. Below is a detailed summary of the fees required to completed the project through bidding.

Layout Alternatives	\$ 19,544
Preferred Alternative Walls	\$ 19,460
Storm Sewer System Revisions.....	\$ 23,592
Watermain Final Design.....	\$ 9,596
Additional Right of Way Services.....	\$ 6,776

TOTAL AMOUNT	\$ 78,968
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We are proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule. If this proposal is acceptable, please execute the signature block below and return as our authorization to proceed.

Please call me at 763-512-5243 if you have any questions. Thank you.

Sincerely,

WSB & Associates, Inc.

Brad Reifsteck, PE
Sr. Project Manager

PROPOSAL FOR:

Additional Scope of Services for Final Design Services and Preparation of Construction Documents Trunk Highway 3 and 65th Street Intersection Improvements

ACCEPTED BY:

City of Inver Grove Heights, MN

Name _____

Title _____

Date _____

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◦STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
BRIDGET McCAULEY NASON
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: July 9, 2018
RE: Approval of a negotiated settlement agreement between Bradley S. Lojovich and Lisa J. Lojovich and the City of Inver Grove Heights related to the acquisition of easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the installation of trunk watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03

Section 1. Background: On November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

To facilitate the Project, the City must acquire the following easements prior to the construction of the Project: Bradley S. Lojovich and Lisa J. Lojovich (hereafter “Landowner”): Temporary Construction Easement (hereafter “Property Rights/Easements”).

Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Rights/Easements to facilitate the construction of the Project Improvements. The City’s appraisal completed by Sean P. Butts for the Landowner property rights/easement acquisitions was \$1,300.00.

Bradley S. Lojovich and Lisa J. Lojovich have agreed to grant the Property Rights/Easements requested in exchange for the payment from the City in the amount of

\$1,600.00. In addition, the City will provide other in-kind benefits to the Landowners as more fully detailed in the Settlement Agreement that is attached to this Memorandum.

Metzen Realty has reviewed the appraisal completed by Sean Butts. In Metzen Realty's opinion, the settlement amount is reasonable.

Recommendation:

In light of all relevant facts concerning the Lujovich Property and in consideration of the value to the City of resolving this matter, the City's Property Acquisition Team¹ recommends that the City Council ratify the negotiated Settlement Agreement reached between the City and Bradley and Lisa Lujovich for \$1,600.00 in damages associated with the acquisition of the Property Right/Easement and authorize payment for the same upon the City's receipt of the following documents from the Landowner:

1. Settlement Agreement; and
2. Temporary Construction Easement

¹ The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services, Sean Butts (Appraiser) and Metzen Appraisals.

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

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN
BRADLEY S. LUJOVICH AND LISA J. LUJOVICH AND THE CITY OF INVER
GROVE HEIGHTS RELATED TO THE ACQUISITION OF EASEMENTS TRUNK
HIGHWAY 3 INTERSECTION IMPROVEMENTS FOR THE 65TH STREET
PROJECT - CITY PROJECT NO. 2017-24 AND FOR THE INSTALLATION OF
TRUNK WATERMAIN IN THE NWA AREA OF THE CITY ON 65TH STREET
BETWEEN TRUNK HIGHWAY 3 AND BLACKSTONE RIDGE
CITY PROJECT NO. 2017-03**

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24–T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03–NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

WHEREAS, to facilitate the Project, the City must acquire the following easements prior to the construction of the Project: Bradley J. Lojovich and Lisa J. Lojovich (hereafter “Landowner”): Temporary Construction Easement (hereafter “Property Rights/Easements”).

WHEREAS, Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Rights/Easements to facilitate the construction of the Project Improvements.

WHEREAS, the City’s appraisal completed by Sean P. Butts for the Landowner property rights/easement acquisition was \$1,300.00.

WHEREAS, the City, through its consultant, Evergreen Land Services, Inc., was able to negotiate the direct purchase of the proposed Property Right/Easement affecting property owned by Bradley S. Lojovich and Lisa J. Lojovich for the monetary sum of \$1,600.00 plus the provision of other in-kind benefits as more fully described in the Settlement Agreement.

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

1. The City ratifies and approves the negotiated Settlement Agreement reached between the City and Bradley S. Lojovich and Lisa J. Lojovich for \$1,600.00 in damages and other in-kind benefits associated with the acquisition and direct purchase of the Property

Right/Easement and authorizes payment and completion of the same to Bradley J. Lojovich and Lisa J. Lojovich upon the City's receipt of the Settlement Agreement and the Temporary Construction Easement from Bradley S. Lojovich and Lisa J. Lojovich.

Passed this 9th day of July, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made, granted and conveyed this 26th day of June, 2018, between Bradley S. Lojovich and Lisa J. Lojovich, husband and wife as tenants in common, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

That part of the South Half of the South Half of the East Half of the Northeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Six (6), Township Twenty Seven (27), Range Twenty Two (22), described as follows: Commencing at a point 45 feet west of the Northeast corner of the South Half of the South Half of the East Half of the Northeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Six (6), Township Twenty Seven (27), Range Twenty Two (22), thence West 208 feet, thence south 208 feet, thence east 208 feet, thence north 208 feet, to the point of beginning, together with an easement for ingress and egress in, over or upon all that part of the easterly 45 feet of the northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Six (6), Township Twenty Seven (27), Range Twenty Two (22), lying westerly of the street or public highway, Dakota County, Minnesota.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the "Project"), the City purchased a Temporary Construction Easement (hereafter "Property Rights/Easements") from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City's easement(s), on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the property rights/easement(s) from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.

2. **Settlement Amount and performance of other in-kind benefits.** In full and final settlement of all issues related to the Project, upon receipt of properly executed Property Rights/Easements documents from the Landowner, the City agrees to pay the Landowner the sum of \$1,600.00 ("Settlement Amount") and perform the following in-kind benefits:

- a. The Contractor shall maintain residential driveway access to the Subject Property during construction at all times unless work is being completed directly in front of the access to the Subject Property. If driveway access to the Subject Property must be closed, the Contractor shall notify the Landowner a minimum of 24 hours in advance of the time the access to the Subject Property will not be available; and
- b. Concrete curb & gutter shall be installed along the existing driveway opening to convey and direct street drainage to storm inlets or roadway ditches; and
- c. Driveways will be restored to preexisting conditions using like materials once construction is complete; and
- d. If within two years after the date of final acceptance of the Project by the City Council workmanship at the Subject Property related to the Project is found defective, then the Landowner shall call the City Engineer's Office (Tom Kaldunski or Mike Edwards) and the City shall request that the Contractor promptly:
 - a. repair such defective land or areas, or
 - b. correct such defective work, or
 - c. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

3. **Release of Claims by the Landowner.** In consideration for the Settlement Amount, the Landowner, and their successors and assigns hereby fully, finally, and forever releases and discharges the City and its present and past elected officials, officers, representatives, employees, servants, contractors agents, attorneys, successors, and assigns from any and all claims, controversies, causes of action, actions, liens, lawsuits, judgments, liabilities, losses, debts, damages, costs, demands, and other obligations, including attorneys' fees and costs, of any nature, known or unknown, asserted or unasserted, in law or in equity, that the Landowner now may have, ever has had, or in the future may have against the City in connection with, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

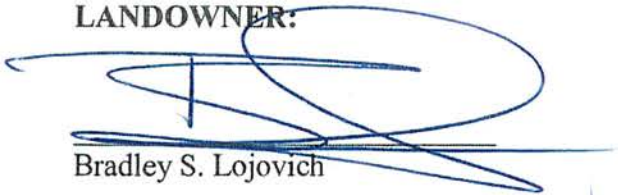
On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

[Remainder of Page Intentionally Left Blank]

[Signature page of Bradley S. and Lisa J. Lojovich]

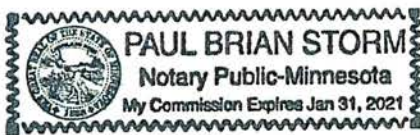
LANDOWNER:


Bradley S. Lojovich


Lisa J. Lojovich

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by **Bradley S. Lojovich and Lisa J. Lojovich**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 26th day of June, 2018, between **Bradley S. Lojovich and Lisa J. Lojovich**, husband and wife as tenants in common, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "Landowner's Property").

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and

- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

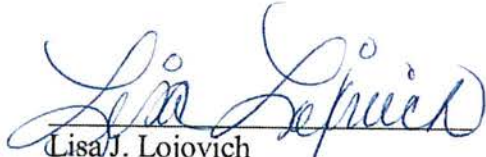
The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and they have good right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

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

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

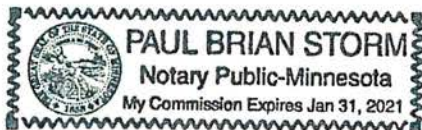
LANDOWNER:


Bradley S. Lojovich


Lisa J. Lojovich

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by **Bradley S. Lojovich and Lisa J. Lojovich**, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

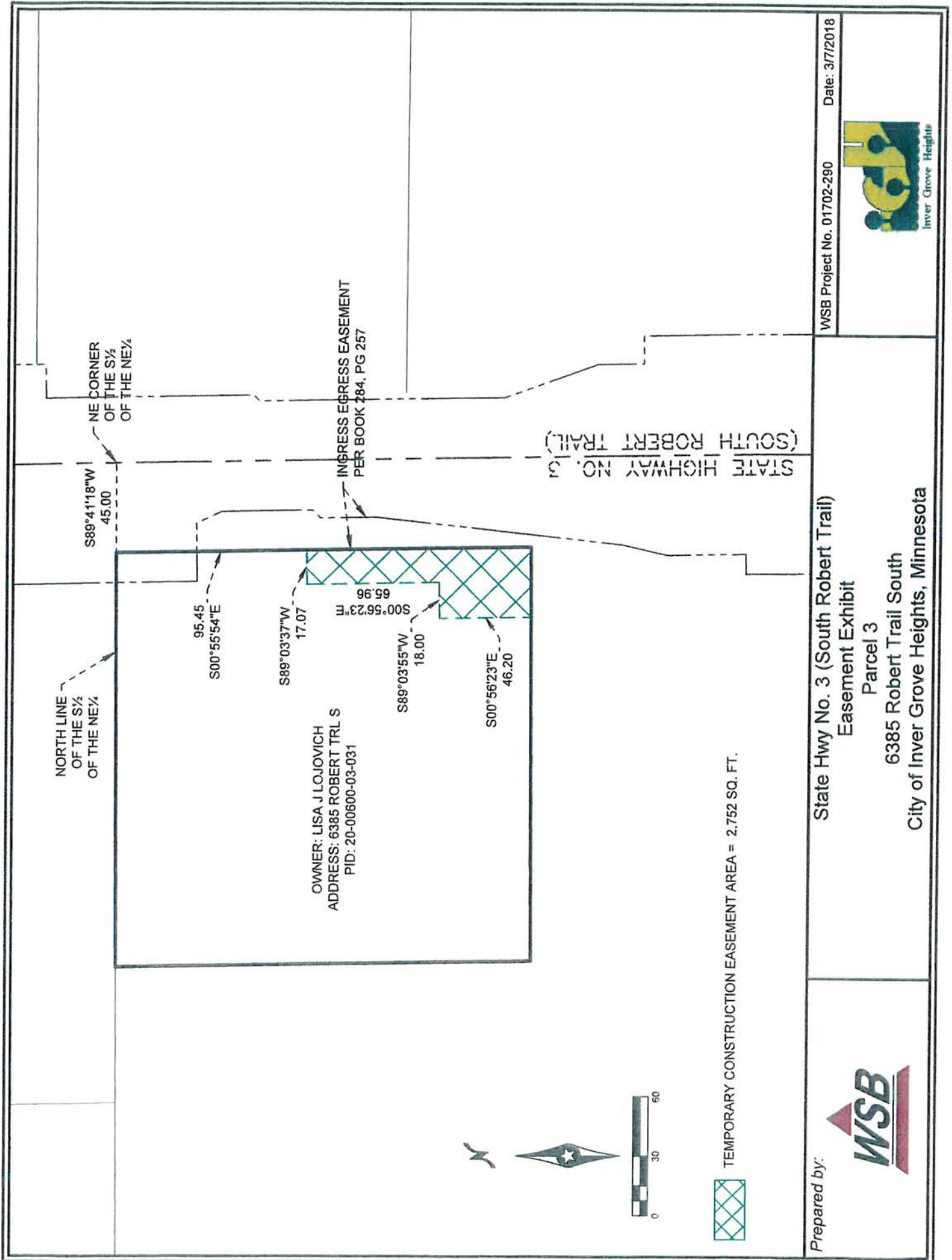
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of the South Half of the South Half of the East Half of the Northeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Six (6), Township Twenty Seven (27), Range Twenty Two (22), described as follows: Commencing at a point 45 feet west of the Northeast corner of the South Half of the South Half of the East Half of the Northeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Six (6), Township Twenty Seven (27), Range Twenty Two (22), thence West 208 feet, thence south 208 feet, thence east 208 feet, thence north 208 feet, to the point of beginning, together with an easement for ingress and egress in, over or upon all that part of the easterly 45 feet of the northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Six (6), Township Twenty Seven (27), Range Twenty Two (22), lying westerly of the street or public highway, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property lying westerly of the west line of the East 45.00 feet of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota and easterly of the following described line: Commencing at the Northeast Corner of said Southeast Quarter of the Northeast Quarter; thence South 89 degrees 41 minutes 18 seconds West, assumed bearing along the north line thereof, 45.00 feet to said west line of the East 45.00 feet; thence South 00 degrees 55 minutes 54 seconds East, along said west line, 95.45 feet to the point of beginning of the line to be described; thence South 89 degrees 03 minutes 37 seconds West, 17.07 feet; thence South 00 degrees 56 minutes 23 seconds East, 65.96 feet; thence South 89 degrees 03 minutes 55 seconds West, 18.00 feet; thence South 00 degrees 56 minutes 23 seconds East, 46.20 feet to the south line of the North 208.00 feet of said Southeast Quarter of the Northeast Quarter and there terminating.

Excepting therefrom a strip of land 7.00 feet in width, the centerline is described as follows: Commencing at the Northeast Corner of the South Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 55 minutes 54 seconds East, assumed bearing along the east line thereof, 166.38 feet; thence South 81 degrees 13 minutes 20 seconds West, 45.43 feet to the west line of the East 45.00 feet of said Southeast Quarter of the Northeast Quarter, and the point of beginning of the centerline to be described; thence continue South 81 degrees 13 minutes 20 seconds West, 30.45 feet and there terminating.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Establishing Parking Restrictions on O'Neill Drive from Argenta Trail to the Corporate Boundary with the City of Eagan and on Argenta Trail from the I-494 Bridge to the Driveway for 6261 Argenta Trail

Meeting Date: July 9, 2018
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution prohibiting parking on O'Neill Drive from Argenta Trail to the corporate boundary with the City of Eagan and on Argenta Trail from the I-494 bridge to the driveway for 6261 Argenta Trail.

SUMMARY

The City received a request from the City of Eagan to consider posting the short segment (approximately 320 feet) of O'Neill Drive that is located in Inver Grove Heights as "No Parking." Eagan is doing so on the balance of O'Neill Drive (as well as all the other public streets in northeast Eagan) to provide adequate vehicle access and vehicle circulation for large private and community events.

Public Works and Police Department staff reviewed the request and agree that posting the segment of O'Neill Drive in Inver Grove Heights would eliminate any potential confusion and result in safer traffic conditions.

The additional request for parking restrictions on Argenta Trail was discussed with Dakota County and the City of Eagan. Dakota County staff support the request and will post the signs if the City provides a resolution establishing the no parking zone.

I recommend passage of the attached resolution which would authorize the posting of no parking signs on both sides of O'Neill Drive from Argenta Trail to the corporate boundary with the City of Eagan and on both sides of Argenta Trail from the I-494 bridge to the driveway for 6261 Argenta Trail.

SDT/kf

Attachments: Resolution
Map
Letter from Eagan

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON BOTH SIDES OF O'NEILL
DRIVE FROM ARGENTA TRAIL TO THE CORPORATE BOUNDARY WITH THE CITY OF
EAGAN AND ON BOTH SIDES OF ARGENTA TRAIL FROM THE I-494 BRIDGE TO THE
DRIVEWAY FOR 6261 ARGENTA TRAIL**

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 9th day of July 2018 by the City of Inver Grove Heights in Dakota County, Minnesota. The municipal corporation shall hereinafter be called the "City", WITNESSETH:

WHEREAS, the City has received a request from the City of Eagan to restrict parking on both sides of the short segment of O'Neill Drive in Inver Grove Heights; and

WHEREAS, the City of Eagan has posted all of O'Neill Drive and the public streets in the surrounding area "No Parking" to provide adequate emergency vehicle access and vehicle circulation for large private and community events in northeast Eagan; and

WHEREAS, after a review of the request by staff from the Public Works and the Police Departments, staff concurs with the request as it will result in safer traffic conditions; and

WHEREAS, the City of Eagan requested similar parking restrictions on Argenta Trail from the I-494 bridge to the driveway for 6261 Argenta Trail; and

WHEREAS, Dakota County Transportation Department staff support the request; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on both sides of O'Neill Drive from Argenta Trail to the corporate boundary with the City of Eagan and on both sides of Argenta Trail from the I-494 bridge to the driveway for 6261 Argenta Trail;

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

Adopted by the City Council of the City of Inver Grove Heights this 9th day of July 2018

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk





June 29, 2018

Mr. Scott Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Mr. Thureen,

In order to provide adequate emergency vehicle access and vehicle circulation, for large private and community events, on June 19, 2018 the Eagan City Council set parking prohibitions on various streets in northeast Eagan (see attached map). This area parking prohibition includes all of O'Neill Drive within Eagan.

For improved traffic circulation and consistency in enforcement of parking regulations, the City of Eagan respectfully requests the City of Inver Grove Heights also consider prohibiting parking on the remaining portion of O'Neill Drive within Inver Grove Heights.

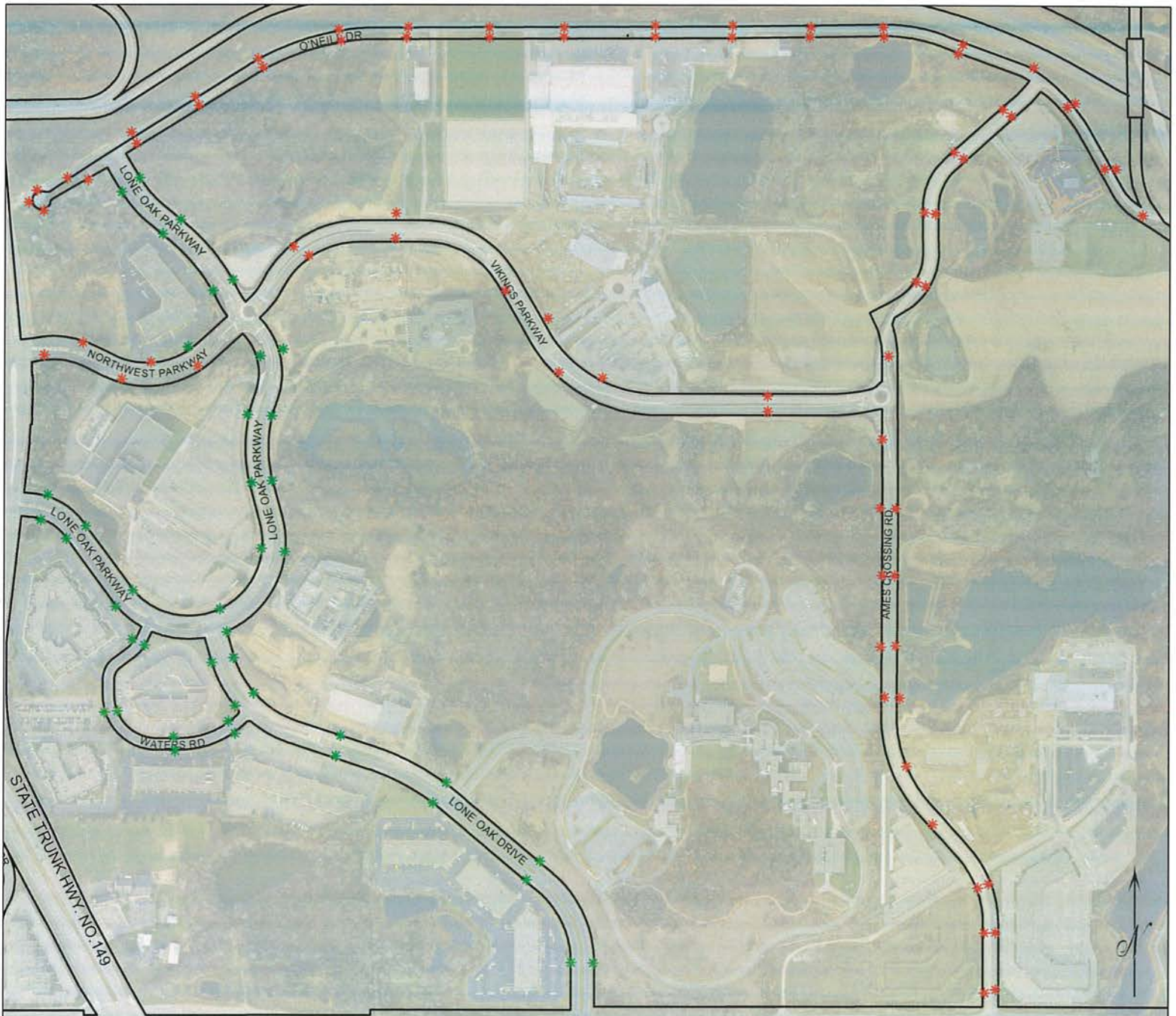
Additionally, Eagan requests that Inver Grove Heights pursue no parking with Dakota County Transportation Department on portions of Argenta Trail (CSAH 63) in the area of O'Neill Drive.

Thank you for your help on this matter. Please let me know if you have any questions or need additional information.

John Gorder, P.E.
City Engineer

Attachment: Eagan No-Parking Map

C: Russ Matthys, Eagan Public Works Director
Roger New, Eagan Police Chief Tim Plath, Eagan Transportation Operations Engineer



City of Eagan
 No Parking Signs
 Existing & Proposed Locations

- ✱ - Existing Locations
- ✱ - Proposed Locations



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Topsoil and Seeding on City Project No. 2015-09D – Broderick Boulevard Reconstruction**Meeting Date:** July 9, 2018**Item Type:** Consent**Contact:** Thomas J. Kaldunski, 651-450-2572 *SWD***Prepared by:** Steve W. Dodge, Assistant City Engineer**Reviewed by:** Scott D. Thureen, Public Works Director *SDT***Fiscal/FTE Impact:**

☒
☐
☐
☐
☐
☐

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other:

PURPOSE/ACTION REQUESTED

The City Council will consider an agreement with Xcel Energy to perform topsoil and seeding of areas disturbed by Xcel Energy on City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SUMMARY

As part of City Project No. 2015-09D, the City will be restoring the boulevards on the streets affected by the project. The City's contract requires the Contractor to place topsoil and seed by August 31, 2017 to allow for turf establishment before the growing season ends.

Xcel has been coordinating efforts to relocate and replace existing gas and electric systems and services within the project area. Xcel Energy is responsible to obtain permits and restore disturbed areas on City right-of-way and adjacent easements.

Since 2009, the City has completed all boulevard restoration adjacent to a City project and Xcel has reimbursed the City through the agreement. This coordinated effort results in uniform standards being used on the boulevard restoration. This greatly reduces the number of complaints the City and Xcel receive related to boulevard restoration. Residents receive turf establishment that is consistent and installed and maintained by the City's contractor. Xcel reimburses the City for the boulevard restoration work at the City's contract prices.

Attached is the agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2015-09D – Broderick Boulevard Reconstruction. This agreement will allow the City's contractor to complete the boulevard restoration in conjunction with the project. Xcel and City staff will agree on disturbed areas by Xcel and Xcel will be invoiced for the turf restoration costs.

It is recommended that the City Council adopt the resolution approving the agreement for topsoil and seeding on City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SWD/kf

Attachments: Resolution
Agreement

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

**RESOLUTION APPROVING TOPSOIL AND SEEDING AGREEMENT WITH XCEL ENERGY
FOR CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, during the 2018 construction season, the City will be constructing City Project No. 2015-09D – Broderick Boulevard Reconstruction. In order to construct the project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard; and

WHEREAS, the City and Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2015-09D in an effort to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Topsoil and Seeding Agreement is a contractual mechanism for the City and Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate topsoil and seeding costs between the parties.

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

1. The City Council approves the Topsoil and Seeding Agreement for 2015-09D – Broderick Boulevard Reconstruction.
2. The Mayor and City Clerk are authorized to execute Topsoil and Seeding Agreement for 2015-09D – Broderick Boulevard Reconstruction.

Adopted by the City Council of the City of Inver Grove Heights this 9th day of July 2018

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**SOD REPLACEMENT AND TOPSOIL AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND NORTHERN STATES POWER
COMPANY d/b/a XCEL ENERGY FOR CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD AREA RECONSTRUCTION**

THIS SOD REPLACEMENT AND TOPSOIL AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this 9th day of July, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Topsoil and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove Heights contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2015-09D – Broderick Boulevard Area Reconstruction.

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, raking, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, Futerra, Hydroseeding, broadcast seeding, slit seeding, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

The City Engineer may approve the use of Sod Replacement in lieu of Seeding.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of

disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 **Utility Company.** “Utility Company” means Xcel Energy.

ARTICLE 2 **RECITALS**

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City’s agreement to include Sod Replacement and Seeding specifications within the City’s Construction Contract that provides for Sod Replacement and Seeding over areas disturbed during the Utility Company’s location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and Seeding of areas disturbed during the Utility Company’s location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City’s sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City’s sod replacement/seeding and the utility companies’ sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3 **AGREEMENTS RELATING TO CITY SOD REPLACEMENT AND SEEDING**

Section 3.1 **Seeding.** The City agrees to include Sod Replacement and /or Seeding specifications in its Construction Contract to provide for the Sod Replacement and Seeding requirements generally shown on the Project plan sheets attached hereto as **Exhibit A**. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company

during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets referenced on **Exhibit A**. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding and/or pursuant to any Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and/or Seeding Billing of Utility Company by City. The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding pursuant to the terms and specification of the City's Construction Contract. The City

agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4

AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5

TERMINATION AND SCOPE OF AGREEMENT

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility

Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

This Agreement is not intended to constitute a right-of-way permit or right-of-way use approval granted by the City pursuant to the City's right-of-way management ordinances.

This Agreement is not intended to alter, amend or change any rights or obligations of the parties pursuant to any franchise agreement(s), and/or pursuant to any applicable Minnesota Statutes, Minnesota Rules, or other local, State or Federal laws.

Furthermore, this Agreement is not intended to grant or convey any license, easement, or other property right between the parties hereto. In the event for the need for right-of-way or other property right acquisition for the City to perform its Project improvements, or in the event for the need for right-of-way or other property right acquisition for the Utility Company to perform its utility location or relocation activities, each party shall remain obligated and responsible for its respective public activities as if this Agreement did not exist.

ARTICLE 6 **MISCELLANEOUS**

Section 6.1 Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered, or mailed to the parties, certified mail, return-receipt requested, at the following addresses:

City: City of Inver Grove Heights
 Attn: Director of Public Works
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077

Xcel Energy: Xcel Energy
 Attn: General Counsel
 414 Nicollet Mall
 Minneapolis, MN 55401

Any party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 6.1.

Section 6.2 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 6.3 Non-Assignability. Neither of the parties shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment, or

novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 6.4 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of July, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
PROJECT DOCUMENTS GENERALLY SHOWING PROJECT SEEDING
REQUIREMENTS

1. Specification Manual for City Project No. 2015-09D – Broderick Boulevard Area Reconstruction (on file with the City).
2. Plans for City Project No. 2015-09D – Broderick Boulevard Area Reconstruction (on file with the City).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Construction Testing Services Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: July 9, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting construction testing services proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

SUMMARY

SRF Consulting Group has been the engineering consultant on City Project No. 2018-08 and 2018-11. SRF requested a proposal from AET for construction testing services. AET is familiar with the City of Inver Grove Heights, is a part of the City's consultant pool, and has conducted construction testing services on many other projects for the City.

As defined in the attached proposal, the scope of services would include: testing and reporting for soil, concrete, and bituminous. The proposal amount for these services is \$12,141.00 and it will be paid through the Fire Station No. 2 project fund.

I recommend approval of the resolution authorizing the City to enter into an agreement with AET, in the amount of \$12,141.00, for construction testing services for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fiber Optic Improvements.

SWD/kf

Attachments: Resolution
 AET Proposal dated June 29, 2018

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ACCEPTING CONSTRUCTION TESTING SERVICES PROPOSAL FROM AMERICAN
ENGINEERING TESTING, INC. (AET) FOR CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2
SEWER AND WATER IMPROVEMENTS AND CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2
FIBER OPTIC IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on April 5, 2018, SRF Consulting Group, Inc. submitted a proposal for design and construction engineering services for providing sewer and water main improvements to service the Fire Station No. 2 property and added MUSA area for City Project No. 2018-08; and

WHEREAS, on May 29, 2018 SRF Consulting Group, Inc. submitted Amendment No. 1 and Amendment No. 2 to their proposal for additional engineering services to include City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements; and

WHEREAS, SRF Consulting Group, on the City's behalf, requested a proposal from AET for construction testing services; and

WHEREAS, AET is in the City's Consultant Pool and has successfully completed testing services on other City projects.

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

1. Construction Testing Services Proposal dated June 29, 2018 from AET for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements in the amount of \$12,141.00 is hereby approved.
2. Funding for the work will be provided from the Fire Station No. 2 project funds.

Adopted by the City Council of Inver Grove Heights this 9th day of July 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

June 29, 2018

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

Attn: Mr. Steve Dodge
sdodge@invergroveheights.org

RE: Construction Testing Services Proposal
Inver Grove Heights Fire Station No. 2 Sewer & Water Improvements
Inver Grove Heights, MN
AET Proposal No. 20-20266

Dear Mr. Dodge:

American Engineering Testing, Inc. (AET) is pleased to offer construction testing services to the City of Inver Grove Heights (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Mr. Paul Schroeder with SRF Consulting Group, Inc. (SRF) email request, dated June 20, 2018 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

We understand the City of Inver Grove Heights will extend sanitary sewer and watermain from Broderick Boulevard west below Trunk Highway 52/55 and into the site for future Fire Station No. 2. The utilities will be constructed by open-cut methods except for the Highway 52/55 crossing where they will be installed in 30-inch steel casing pipe jacked below the roadway.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Plans (Fire Station No. 2 Sewer & Water Improvements signed May 25, 2018)
- Project Manual (2018 Capital Improvement Program dated May 25, 2018)
- Project Test Summary provided by SRF.

SCOPE OF SERVICES

Based on correspondence with Mr. Mike Aaron at SRF, and our review of the available plans and specifications, our anticipated scope of services is outlined as follows.

Soil Testing

During placement of fill in the utility trench excavations, an experienced Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge or sand cone method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. Document that the correct mix is delivered to the site by checking the delivery slips.

- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. We anticipate casting set of cylinders for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of four cylinders; one which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Bituminous Subgrade Test-Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on a will-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.

- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials by performing DCP testing.

Bituminous Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II will make site visits on a will-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyration properties, including:

- Gyration density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will remove cores from the finished surface (when all layers are completed). Based on the size of the parking lot, we recommend a minimum of 3 core samples be taken. After the cores are removed, they will be returned to our laboratory for testing. This testing will include the following:

- Measure the thickness of each layer of the core sample.
- Determine the density of each layer of the core sample.
- Determine the percentage of the maximum Gmm of each layer of the core sample.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on SRF's test summary. Our estimated total cost will be \$12,141. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

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

ACCEPTANCE

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

GENERAL REMARKS

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

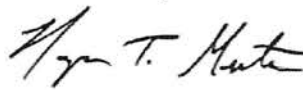
Sincerely,
American Engineering Testing, Inc.

Prepared By:



Ryan F. Schmidt, PE
Senior Engineer
Phone: (651) 789-4657
Email: rschmidt@amengtest.com

Reviewed By:



Ryan T. Menter, PE
Senior Engineer
Phone: (651) 789-4671
Email: rschmidt@amengtest.com

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

AET PROPOSAL No. 20-20266 ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed Name: _____

Company: _____

FEE SCHEDULE

PROJECT TESTING SERVICES

INVER GROVE HEIGHTS FIRE STATION NO. 2 UTILITY IMPROVEMENTS

INVER GROVE HEIGHTS, MINNESOTA

AET PROJECT NO. 20-20266



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Test Roll Observation & Soil Compaction Testing</i>			
1. Staff Engineer I for observations of subgrade test roll, consultation and reporting (services provided on a will-call basis - assumes 2 trips to the jobsite).	4 hours	\$124.00	\$496.00
2. Engineering Technician II time for soil compaction testing (services provided on a will-call basis - assumes 20 trips to the jobsite).	40 hours	\$87.00	\$3,480.00
3. Personal or Company vehicle mileage.	792 miles	\$0.75	\$594.00
4. Nuclear density gauge test.	75 tests	\$28.00	\$2,100.00
5. Dynamic cone penetrometer test.	5 tests	\$50.00	\$250.00
6. Standard Proctor tests (Methods A or B).	4 tests	\$130.00	\$520.00
7. Sieve tests of granular fill and Class 5 aggregate base.	10 tests	\$100.00	\$1,000.00
<i>Concrete Testing</i>			
1. Engineering Technician II for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (services provided on a will-call basis - assumes 1 trip to the jobsite).	3 hours	\$87.00	\$261.00
2. Personal or Company vehicle mileage.	36 miles	\$0.75	\$27.00
3. Curing, handling and compressive strength testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	4 cys.	\$25.00	\$100.00
4. Concrete cylinder pick-up service from jobsite.	1 trip	\$75.00	\$75.00
<i>Bituminous Testing</i>			
1. Engineering Technician II for observations of bituminous placement, establishing roll pattern, thickness and density testing, and obtaining samples for laboratory testing (services provided on a will-call basis - assumes 2 trips to the jobsite).	6 hours	\$87.00	\$522.00
2. Personal or Company vehicle mileage.	72 miles	\$0.75	\$54.00

FEE SCHEDULE**PROJECT TESTING SERVICES****INVER GROVE HEIGHTS FIRE STATION NO. 2 UTILITY IMPROVEMENTS****INVER GROVE HEIGHTS, MINNESOTA****AET PROJECT NO. 20-20266****AMERICAN
ENGINEERING
TESTING, INC.**

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Bituminous Testing - Continued</i>			
3. Removal of cores from finished bituminous surface (includes all personnel, equipment rental and patching materials).	3 cores	\$120.00	\$360.00
4. Thickness and density tests of bituminous core samples.	6 tests	\$45.00	\$270.00
5. MnDOT Gyratory properties of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 tests	\$500.00	\$1,000.00
<i>Project Management & Coordination</i>			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	6 hours	\$140.00	\$840.00
2. Principal Engineer for special consultation and report review.	1 hour	\$165.00	\$165.00
3. Personal or Company vehicle mileage.	36 miles	\$0.75	\$27.00
ESTIMATED BUDGET			\$12,141.00



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

Dear Client,

The following paperwork is enclosed:

1. AET's Proposal with Terms and Conditions (Please sign and return to your AET contact)
2. Proof of Insurance (Please give to your accounting department)
3. W9 (Please give to your accounting department)

*****If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

A handwritten signature in black ink that reads 'Robert Krogsgaard'. The signature is written in a cursive, flowing style.

Robert Krogsgaard
CFO, American Engineering Testing, Inc.



SECTION 1 - RESPONSIBILITIES

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

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

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

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

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

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

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

SECTION 2 - WILL CALL SERVICES

2.1 - If AET’s Services are performed on a will-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on a will-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

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

3.2 - AET is not responsible for locating underground facilities on construction sites. Client shall ensure that underground facilities have been previously located and cleared. AET will not be responsible for any damages to underground facilities not located or incorrectly identified. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and similar substances.

3.3 - The location and elevation of a proposed structure or facility is staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.4 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

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

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

SECTION 5 - SAMPLES

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

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

SECTION 6 - PROJECT RECORDS

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

SECTION 7 - STANDARD OF CARE

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

SECTION 8 - INSURANCE

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

8.1 - AET maintains the following insurance coverage and limits of liability:

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

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

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

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

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

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

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

SECTION 9 - DELAYS

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

SECTION 10 - PAYMENT, INTEREST AND BREACH

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

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

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

SECTION 11 - CHANGE ORDERS

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

SECTION 12 - MEDIATION

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

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

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

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

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

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

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all

consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

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

SECTION 17 – UNIONIZATION

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

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 19 - TERMINATION

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

SECTION 20 - SEVERABILITY

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

SECTION 21 - GOVERNING LAW

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

SECTION 22 - ENTIRE AGREEMENT

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



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Mountain States Limited 245 E. Roselawn Avenue, Suite 31 Saint Paul, MN 55117-1940		CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com		
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : The Phoenix Insurance Company		25623
		INSURER B : Travelers Property Casualty Company of America		25674
		INSURER C : Travelers Casualty Insurance Company of America		19046
		INSURER D : Continental Casualty Company		20443
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			630539K8896PHX18	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810797K9140COF18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB709K909318	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	PROF/POLL LIABILITY D RETRO: 070287			ECH254066939 ECH254066939	01/01/2018 01/01/2018	01/01/2019 01/01/2019	PER CLAIM \$ 1,000,000 AGGREGATE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Engineering Testing, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 550 Cleveland Ave. N. 6 City, state, and ZIP code St. Paul, MN 55114 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

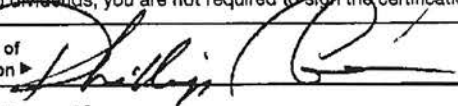
Social security number								
			-					
or								
Employer identification number								
4	1		-	0	9	7	7	5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/1/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 9, 2018
Item Type: Consent
Contact: Chief Paul Schnell, Police Dept.
Chief Judy Thill, Fire Dept.

Prepared by: Chief Paul Schnell

Reviewed by: Chief Paul Schnell

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider resolution to accept separate \$2,000.00 (\$4,000.00 total) donations to both Inver Grove Heights Fire Department and Inver Grove Heights Police Department from City resident Emma Morton and direct allocation to the fire department's equipment fund and the police department's K-9 fund.

SUMMARY:

On June 26, 2018, the fire and police departments received correspondence from Inver Grove Heights resident Emma I. Morton. Enclosed with the correspondence was two checks, one payable to the fire department and the other to the police department. Each check in the amount of \$2,000.

The donor expressed gratitude to the fire and police departments for their service to the community. The donor's correspondence suggested that the funds be used for departmental needs not otherwise funded.

The donor is:

Ms. Emma I. Moron
8749 Baxter Way
Inver Grove Heights, MN 55076

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

RESOLUTION NO.

**RESOLUTION TO ACCEPT DONATIONS TO THE
INVER GROVE HEIGHTS POLICE AND FIRE DEPARTMENTS**

WHEREAS, Emma I. Morton is a resident of the City of Inver Grove Heights, and

WHEREAS, Ms. Morton made unsolicited donations to the Inver Grove Heights Fire and Police Departments, and

WHEREAS, the donor made separate donations of \$2,000 to the fire and police departments making the total donation to the City \$4,000, and

WHEREAS, the donation to the respective City department was made without restriction, and

WHEREAS, with the City Council approval the fire department seeks to utilize the funds for equipment not otherwise budgeted and the police seeks to apply the donation to its K-9 program fund.

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

1. The donation from Ms. Emma Morton is accepted and acknowledged with gratitude; and,
2. The donation will be appropriated for use by the police and fire departments as designated; and,
3. The appropriate budget adjustments be made.

Adopted by the City Council of the City of Inver Grove Heights on this 9th day of July, 2018.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: July 9, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Ireland, Lauren, Police Officer

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Herrera, Kathryn, Birthday Party Host/Pool Attendant
 Nunez, Cindy, Lifeguard
 Turbett, Maria, Fitness Instructor

Golf Course

Doran, Patrick, Outside Services
 Kosse, Kaylee, Outside Services

Termination/Resignation/Retirement:

Simmonds, Mark, Firefighter - Voluntary Resignation

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 9, 2018
 Item Type: Contract
 Contact: Paul Schnell
 Prepared by: Paul Schnell
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Modification of City Code requiring that pawnbrokers and precious metals dealers report transactions to a police department authorized electronic records system and change of fee schedule for pawn transactions.

SUMMARY

The City Code currently requires that pawnbrokers and precious metal dealers report transactions on a daily basis the Automated Pawn System or APS. APS is proprietary system developed and owned by the Minneapolis Police Department. Pursuant to our agreement with the Minneapolis Police Department, the City of Inver Grove heights pays the Minneapolis Police Department a per transaction fee for APS services. APS assists police department investigators monitor, track, and locate potentially stolen property that may be disposed of at a pawn shop. APS and similar systems also require that the identity of the person selling, pawning, or trading property be disclosed as part of the transaction record. These requirements aid the law enforcement investigatory process and creates a chilling effect on those who may consider pawnbrokers, resellers, and precious metal dealers for the distribution of stolen property.

Over the past several years other private entities have started to provide electronic pawn reporting systems. Some of these entities provide the same or even enhanced services for flat rate annual cost, which can have the effect of reducing the costs to local pawnbrokers, precious metal dealers, or resellers, while at the same time increasing revenues to the City for carrying out its regulatory functions as authorized in the ordinance.

The changes being proposed to the City Code are specific to one section of Chapter 2 - PAWNBROKERS AND PRECIOUS METAL DEALERS. Specifically, we seek to modify section 4-2-2: Definitions, and 4-2-10 – Daily Reports to APS. The modification removes reference to use of the proprietary APS system owned and operated by the Minneapolis Police Department. As opposed to mentioning APS, the proposed change to the Code references the use of an electronic pawn records system, as selected by the police department.

The proposed changes are as follows (see bold for specific changes)

Title/Index

4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING APS:

4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING APS AN AUTHORIZED ELECTRONIC PAWN RECORDS SYSTEM

4-2-2: Definitions

APS: The automated pawn system records management system operated by the Minneapolis police department. ELECTRONIC PAWN RECORDS SYSTEM: Is a system to which reportable

pawn transaction records are submitted as selected by the police department.

4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING ~~APS~~ *AN AUTHORIZED ELECTRONIC PAWN RECORDS SYSTEM*:

- A. Transmitting Of Required Data: All required transaction record data must be transmitted electronically ~~to the Minneapolis police department utilizing the authorized electronic pawn records system~~ at the close of each business day ~~using the current version of APS as designated by the police department~~. If the licensee is unable to report ~~using APS~~ due to technology failures or interruptions, then all required records, including printed copies of all reportable transactions along with the required photographs or videotape for that day, must be maintained at the licensed premises and be made immediately available for inspection upon request by a police officer. If the electronic transmission failure is determined to be in the licensee's system, the licensee must take all reasonable steps including the replacement of its computer system and related components in order to return the electronic reporting system to working condition as soon as possible. If the nonfunctioning system or repair will require more than ten (10) days to return the system to a working condition, the licensee must notify the Inver Grove Heights police department. Failure by the licensee to correct a problem with its computer or other systems causing the licensee's inability to electronically transmit required transaction data to ~~APS the authorized electronic pawn records system~~ or failing to notify the Inver Grove Heights police department of the malfunction within ten (10) days is a violation of this section. Regardless of the origin of the technical problems that prevented the licensee from transmitting the required reports electronically, upon correction of the problem, the licensee must electronically transmit every reportable transaction to ~~APS the electronic pawn records system~~ from each business day that the problem existed.
- B. Monthly Transaction Fee: In addition to the annual license fee, a licensee must pay a monthly transaction fee based on the actual number of billable transactions conducted by the licensee at the rate established by city council resolution. The transaction fee will reflect the cost of processing a transaction and other regulatory expenses related to processing transaction information, including the cost ~~of participating in utilizing the APS electronic pawn records system~~. The transaction fee will be billed monthly to the licensee and must be paid by the due date shown on the billing. Any charges unpaid at the close of business on the due date shall be deemed delinquent and the licensee shall be charged interest at the rate of one and one-half percent (1.5%) per month on all delinquent charges. Interest charges shall be added to, or become a part of, the delinquent balance. Whenever any charges are more than thirty (30) days delinquent, the city may suspend the license until all delinquent charges are paid in full, pursuant to the process in section 3-2-10 of this code.
- C. Inspection Of Records: The records referred to in this section shall be open to the inspection of the police department at all reasonable times and shall be retained by the licensee on the licensed premises for at least four (4) years, except the video or digital images, which must be retained for ninety (90) days. (Ord. 1251, 2-13-2012)

Since the change to the section of the Code is limited to changing language referencing a specific proprietary electronic pawn records system to a different system with the same or greater capabilities, it is recommended that the City Council:

Approve the second reading and adopt the recommended changes to Chapter 2, Pawnbrokers and Precious Metal Dealers, sections 4-2-2 and 4-2-10 of City Code, waiving any additional readings and moving the changed sections to publication.

It is further recommended that the current monthly per transaction fee be reduced from \$1.90 per transaction to \$1.75 per transaction.

Police	APS Transaction Fee Electronic Pawn Records System Fee	\$1.90 \$1.75
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Note: The reduction is based upon the known savings from a change in electronic pawn records systems providers. The lone pawn shop in Inver Grove Heights processes between 20,000 and 24,000 transactions per year.

Attachment: 2018 Police Department Fee Schedule

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 9, 2018
 Item Type: Resolution
 Contact: Paul Schnell
 Prepared by: Paul Schnell
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Modification of City Code requiring that pawnbrokers and precious metals dealers report transactions to a police department authorized electronic records system and change of fee schedule for pawn transactions

SUMMARY

Resolution to change the per transaction electronic pawn records system fee schedule

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

RESOLUTION NO.

**RESOLUTION TO CHANGE THE PER TRANSACTION ELECTRONIC PAWN
RECORDS SYSTEM FEE SCHEDULE**

WHEREAS, the City of Inver Grove Heights has an ordinance requiring daily transmission of pawn transactions the City's authorized electronic pawn records system and;

WHEREAS, the ordinance requires that City licensed pawnbrokers and precious metal dealers pay a monthly transaction fee based on the actual number of billable transactions conducted by the licenses at the rate established by City Council resolution, and;

WHEREAS, the City Council approved fee schedule established a fee of \$1.90 per transaction, and

WHEREAS, the police department intends to engage the services of an electronic pawn records system provider that is of less overall cost to the City, and

WHEREAS, the police department recommends that the reduction in cost of the new electronic pawn records system should result in shared benefit to both the City and affected licenses.

NOW, THEREFORE BE IT RESOLVED that the current APS Transaction of \$1.90 be deleted from the fee schedule and replaced with an Electronic Pawn Records System fee of \$1.75 per transaction.

Adopted by the City Council of the City of Inver Grove Heights on this 9th day of July 2018.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Police		Fees					
Background Investigations							
	Liquor Licenses (New)	4-1-9	N/A				
	Single, Natural Person			\$250	\$250		
	Change of Ownership, Officers or General Manager			\$250	\$250		
	Club			\$325	\$325		
	Partnership			\$400	\$400		
	Corporation/LLC			\$500	\$500		
	Liquor Licenses (Renewal)	4-1-9	N/A	\$50	\$50		
	Therapeutic Massage	4-8A-4	N/A				

Department	Type of License/Fee	Code Section	Expiration	2017 Fee	2018 Fee		
	Business (New)			\$500 (Includes investigation for 1 therapist)	\$500 (Includes investigation for 1 therapist)		
	Business (Renewal)						
	Individual Therapist (New)			\$175	\$175		
	Individual Therapist (Renewal)			\$50	\$50		
	Pawnbroker	4-2-4	N/A	\$150	\$150		
	Peddler/Solicitor	4-11-4 & 4-11-5	N/A	\$50 per person	\$50 per person		
	Out of State Background Cost (last 5 years of residence)			Amount varies per State	Amount varies per State		
	Body Art and Tattoo Parlor License	4-9-1		\$500 initial/ \$50 renewal	\$500 initial/ \$50 renewal		
General Fees for Services							
	Inv. For DCSS Foster Care/Day Care		N/A	\$5	\$5		
	Clearance Letter for Records Check		N/A	\$15	\$15		
	State Accident Report		N/A				
	Photos (negative/digital)		N/A	\$1 ea., \$5 min.	\$1 ea., \$5 min.		
	CD/DVD		N/A	\$20	\$20		
	All other Police reports/data/Accident Report (no cost to victim of domestic assault)		N/A	\$0.10/page fee at 10 pages for data requests, <i>except</i> requests of 100 or more pages will be based on the actual cost of retrieving the data	\$0.10/page fee at 10 pages for data requests, <i>except</i> requests of 100 or more pages will be based on the actual cost of retrieving the data		
	APS Transaction Fee		N/A	\$1.90	\$1.90		
	Electronic Pawn Records System Fee	4-2-10	N/A	\$1.90	\$1.75		
	Goose Hunting Permit Fee			20	20		
	Bowhunting Permit Fee		N/A	0	0		

Department	Type of License/Fee	Code Section	Expiration	2017 Fee	2018 Fee		
	Fingerprinting		N/A	\$20	\$20		
	Pound Redemption Fees (Animal Control)		N/A	\$35	\$35		
	Animal Cage Rental		N/A	\$5	\$5		
	Potentially Dangerous Dog Registration		N/A	\$500	\$500		
	Administrative Law Judge Review for Appeals of potentially dangerous/dangerous dog declarations		N/A	Actual expenses of the hearing up to a maximum of \$1,000	Actual expenses of the hearing up to a maximum of \$1,000		
	Police Officer and Squad Car Off-Duty Charge		N/A	\$75/hr.	\$75/hr.		
	Court-Ordered Firearm Seizures/Surrenders	N/A	N/A				
	Intake Fee			\$50	\$50		
	Storage of Firearm			\$0.50/day	\$0.50/day		
	Firearm Release Fee			\$50	\$50		
	Abandoned Firearm			Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund	Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund		