

CITY COUNCIL REGULAR MEETING AGENDA

March 20, 2017

7:00 PM

1. CALL TO ORDER 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE AGENDA

5. ANNOUNCEMENTS / COMMENDATIONS

- (a) Margaret Stone and Barb Svoboda, Dakota County Library Update

6. CITIZEN COMMENTS / RESPONSES TO COMMENTS

(This time is reserved for citizen comments regarding non-agenda items. No official action can be taken on these items. Speakers are limited to five minutes to address the city council during citizen comment time.)

7. CONSENT AGENDA

- (a) Approve Minutes of the March 6, 2017 City Council Meeting-Administration
- (b) Approve Minutes of the March 13, 2017 City Council Work Session-Administration
- (c) Adopt Resolution Approving a Joint Powers Agreement With Dakota County for a Household Hazardous Waste Collection Event-Municipal Services
- (d) Approve Findings of Fact for Approval of Comprehensive Plan Amendment and Rezoning for the Bongard Property Located at 20522 Akin Road-Community Development
- (e) Readopt Joint Resolution with Castle Rock Township Establishing an Orderly Annexation Agreement-Community Development
- (f) Acknowledge Resignation Engineering-Human Resources
- (g) Approve Staff Issued Business Credit Cards-Finance
- (h) Approve Bills-Finance

REGULAR AGENDA

8. PUBLIC HEARINGS

9. AWARD OF CONTRACT

- (a) Playground Equipment Purchase and Installation Prairieview Park
- (b) Shelter Purchase and Installation in Prairieview Park

10. PETITIONS, REQUESTS AND COMMUNICATIONS

- (a) 2016 Park and Recreation Department Annual Report

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- (a) Accept the Resignation of City Councilmember Tim Pitcher and Declare a Vacancy

13. CITY COUNCIL ROUNDTABLE

14. ADJOURN



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Margaret Stone and Barb Svoboda, Dakota County Library Update
DATE: March 20, 2017

INTRODUCTION

Margaret Stone, Director of Dakota County Libraries, and Barb Svoboda from the Dakota County Library-Farmington Branch, will both be in attendance at the March 20, 2017 meeting to provide an update on activities taking place at the library.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Listen to the presentation provided on the Dakota County Libraries and ask any questions that you may have.



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TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Approve Minutes of the March 6, 2017 City Council Meeting-Administration
DATE: March 20, 2017

INTRODUCTION

Attached for your review are the minutes of the March 6, 2017 city council meeting.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Approve the minutes of the March 6, 2017 city council meeting.

ATTACHMENTS:

Type	Description
□ Backup Material	March 6, 2017 City Council Meeting Minutes

**CITY OF FARMINGTON
CITY COUNCIL MINUTES
REGULAR MEETING
MARCH 6, 2017**

1. Call to Order

Mayor Larson called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

Mayor Larson led those in attendance in the Pledge of Allegiance.

3. Roll Call

Present-Larson, Craig, Pitcher, Bartholomay and Donnelly
Absent-None

Staff Present-Administrator McKnight, Finance Director Hanson, Community Development Director Kienberger, Public Works Director Gehler, Parks and Recreation Director Distad, Planning Manager Wippler and Attorney Knutson.

4. Agenda

Motion by Bartholomay, second by Donnelly, to approve the agenda as presented. APIF, motion carried.

5. Announcements/Commendations

None

6. Citizen Comments

- a) Response to Mr. Ellsworth Hoepfner

7. Consent Agenda

Motion by Bartholomay, second by Pitcher, to approve the consent agenda:

- a) Approve Minutes of the February 21, 2017 City Council Meeting-Administration
- b) Approve Rambling River Center Plaza Concept Development Contract-Community Development
- c) Approve Request to Waive Fees for 2017 Dew Days-Municipal Services

- d) Approve City Administrative Policies and Procedures- Review, Changes and/or Additions-Human Resources
 - e) Approve Bills-Finance
- APIF, motion carried.

8. Public Hearings

None

9. Award of Contract

None

10. Petitions, Requests and Communications

a) Marigold Park and Prairie Pines Park Master Plans

Parks and Recreation Director Distad presented the Marigold Park and Prairie Pines Park master plans. The city council approved an agreement with Hoisington Koegler Group, Inc. (HKGI) at the November 21, 2016 meeting to develop master plans for these two parks. The process used to develop the plans for each park was different.

The master plan for Marigold Park was performed largely by city staff due to the small size of the park. The master plan for Prairie Pines Park was led by staff from HKGI and included open houses to gather resident input.

The Marigold Park plan includes playground equipment and a shelter. The estimated cost of the project is \$63,550.

Councilmember Donnelly asked if the parking would be located on the street. Distad stated that is correct. Donnelly also asked if we go out to bid once we decided to build. Distad responded yes.

Councilmember Pitcher asked if we have any utilization or use rates for parks. Distad responded no but there are plenty of families in this area.

Tim Tollefson of HKGI presented the master plan for Prairie Pines Park. The process for this park involved an open house and public comment. Two concepts were developed as a part of the process along with a trail concept.

The estimated cost of the entire project is \$412,500, with the trail concept costing \$169,650.

Councilmember Bartholomay asked about a dog park. Tollefson responded that this was not considered the best area for a dog park.

Mayor Larson asked about the original development and if there were any dollars set aside for this park or if it was a land donation. Distad reviewed the history of this park which includes a bankruptcy and negotiations by the city with the bank that led to this land donation.

Motion by Bartholomay, second by Donnelly, to approve the master plans for Marigold Park and Prairie Pines Park. APIF, motion carried.

11. Unfinished Business

a) Application to Amend Comprehensive Plan from Low Density Residential to Commercial and Rezone Property from R-1 (Low Density Residential) to B-4 (Neighborhood Business)-Mr. Craig Bongard-20522 Akin Road

Planning Manager Wippler reviewed an application to amend the city's 2020 Comprehensive Plan from Low Density Residential to Commercial and rezone property from R-1 (Low Density Residential) to B-4 (Neighborhood Business). The subject property is located at 20522 Akin Road.

The city council discussed this issue at the February 20, 2017 city council meeting and voted to table this item until the March 6, 2017 city council meeting. State law planning and zoning timelines require the city to make a determination on this application by March 13, 2017. Wippler reminded the city council that a super majority vote is required on comprehensive plan amendments.

Craig Bongard shared with the city council that all is trying to do is sell his property.

Angie Pacholl, realtor for Mr. Bongard, shared that this has been a long process and the property has always been used as a commercial property. Mr. Bongard has followed the advice provided by the city and appreciated the concerns expressed by neighbors.

Mayor Larson stated that the applicant is doing everything we asked. He appreciated all the steps taken by the applicant. He was absent at the last meeting but watched the meeting and shared that this has been a commercial property since 1976. We all want more businesses in the city and he did not want to say no. The conditional use permit rules help make this fit into the neighborhood.

Councilmember Craig asked who makes decisions on the conditions set on a property. Wippler stated that the conditional use process is done by the planning commission.

Craig asked if we can share information on fencing, berming, etc. with neighbors. Wippler responded we can.

Councilmember Bartholomay asked about an estimated cost of a lift station. Public Works Director Gehler estimated that it could be in the \$150,000 range.

Bartholomay asked if mini storage units could be one or two stories. Wippler responded that we do have height restrictions in this zone.

Councilmember Donnelly asked if mini storages are allowed as a conditional use. Wippler responded yes. Wippler shared there are allowed and conditional uses in this zone and conditional use are more intense.

Craig asked if there is a maximum height to buildings. Community Development Director Kienberger stated that in this zone the building height maximum is 45 feet.

Motion by Bartholomay, second by Donnelly, to approve resolution R16-2017 granting a comprehensive plan amendment from low density residential to commercial for the property listed at 20522 Akin Road and adopting ordinance 2017-723 rezoning the property addressed as 20522 Akin Road from R-1 (low density residential) to B-4 (neighborhood business). APIF, motion carried.

12. New Business

None

13. City Council Roundtable

Bartholomay-Congratulated all of the Farmington High School teams and athletes that recently competed in state tournaments.

Pitcher- Congratulated all of the Farmington High School teams and athletes that recently competed in state tournaments.

Craig-Reminded everyone that the College Fair will take place at Farmington High School next week.

McKnight-Shared that the annual State of the City address will take place on Friday, March 10, 2017 at city hall.

Kienberger-Shared that a ribbon cutting will take place at Imperial Family Chiropractic on March 20, 2017.

Larson-Shared that the community is invited to the State of the City address on March 10, 2017 and encouraged residents to shop local.

Adjourn

Motion by Bartholomay, second by Pitcher, to adjourn the meeting at 7:48 p.m. APIF, motion carried.

Respectfully Submitted

David McKnight, City Administrator



City of Farmington

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TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Approve Minutes of the March 13, 2017 City Council Work Session-Administration
DATE: March 20, 2017

INTRODUCTION

Attached for your review are the minutes from the March 13, 2017 city council work session.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Approve the minutes of the March 13, 2017 city council work session.

ATTACHMENTS:

Type	Description
□ Backup Material	March 13, 2017 Work Session Minutes

**CITY OF FARMINGTON
CITY COUNCIL MINUTES
WORK SESSION
MARCH 13, 2017**

Mayor Larson called the work session to order at 5:15 p.m.

Roll Call

Present-Larson, Bartholomay and Craig
Staff Present-Administrator McKnight, Police Chief Lindquist, Community Development Director Kienberger, Public Works Director Gehler, Natural Resource Specialist Dullum, Parks and Recreation Director Distad and Police Officer Van Dorn.

Agenda

Motion by Bartholomay, second by Craig, to approve the agenda. APIF, motion carried.

Safety Training

Police Officer Van Dorn led the city council and school board through safety training issues. Both groups thanked Officer Van Dorn for his work on this issue.

Rambling River Park Bank and Habitat Restoration Project

Parks and Recreation Director Distad shared that the city partnered with the Vermillion River Watershed Joint Powers Organization to apply for a Metro Conservation Partners Legacy Grant for the Rambling River Park Bank and Habitat Restoration Project in Rambling River Park. The grant application was driven due to the need to address the erosion that has been occurring along the Vermillion River bank causing the river channel to move closer to the existing trail in the park behind Schmitz-Maki Arena.

This project was awarded a grant for the project that will take place this summer. The trail within the project area, approximately 230 feet long, will need to be closed for up to two months in July and August. The trail reconstruction costs are not included as a part of the grant costs. The DNR is also going to construct a platform adjacent to the river in order to make it accessible for people with disabilities to fish the river.

The consensus of the city council was to move forward with the project. The estimated \$29,388 trail reconstruction costs will be paid for out of remaining 2016 dollars from the General Fund budget.

Emerald Ash Borer Update and Plan

Public Works Director Gehler and Natural Resources Specialist Dullum provided an update on the status of emerald ash borer in the area. The city council has discussed this issue at previous work sessions. A complete inventory of trees has been completed by city staff. The city has 3,374 ash trees in the right of way throughout the city.

After much discussion city staff proposed the following next steps:

1. Bring the draft Emerald Ash Borer Management Plan to a city council meeting for discussion and approval.
2. Develop an outreach program for homeowners.
3. Begin removal of all poor quality ash trees outside of the flight season (May 1- September 30).
4. Prepare an RFP for treatment of good and fair quality trees over 15" DBH.
5. Discuss city project ash removal policy.

City staff and the city council noted that this will continue to be a budget issue as we prepare for and deal with this issue.

Heritage Preservation Commission City Code Discussion

Community Development Director Kienberger discussed the issue of references to the Heritage Preservation Commission in the city code. The city council eliminated funding for the HPC in the 2017 budget.

The consensus of the city council was to remove all language references to the Heritage Preservation Commission in the city code.

Downtown Update

Administrator McKnight brought up the issue of the appearance of downtown. City councilmembers continue to receive complaints about the appearance of downtown, specifically in regards to the number and location of used vehicles for sale.

After much discuss it was decided that city staff will talk to the property/owner manager about this issue.

Dakota County Shop

Administrator McKnight and Community Development Director Kienberger discussed the current and future status of the Dakota County maintenance shop located on County Road 50. County representatives have been in touch with city staff about this issue for a number of reasons.

With future commercial and residential development likely to start in the near future in the area around the county shop the city council agreed with city staff's assessment that the current location of the shop is not the best location for the city and county long term. City staff will communicate this message to the county.

McKnight shared that the city currently obtains salt and diesel fuel from this county shop and the city will need to look at other avenues for obtaining these commodities once/if the county shop location is not available in Farmington.

Recent City Ordinance Updates

Administrator McKnight and Police Chief Lindquist discussed with the city council the recent updates that local cities have been passing in regards to where level three sex offenders can live within their cities.

While the city council expressed some concerns on this issue there was consensus to not take any action at this time but to continue to monitor this issue and bring back any relevant updates as they impact Farmington.

Sunday Liquor Sales

Administrator McKnight reviewed the issue of Sunday liquor sales in Farmington. The newly passed law will allow liquor stores to be open on Sunday's starting July 1, 2017. Liquor Operations Manager Peterson and McKnight have discussed this issue and propose having both our stores open from 11:00 a.m. to 5:00 p.m. to start out. Staff will evaluate options once some time has passed to see if any changes need to be made. Peterson has been working with the managers from Apple Valley and Lakeville to coordinate hours of operation.

The city council was in agreement on the approach taken by city staff and requested an update on this issue later this year.

Adjourn

Motion by Bartholomay, second by Craig, to adjourn the meeting at 7:29 p.m.

Respectfully Submitted

David McKnight, City Administrator



City of Farmington

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TO: Mayor, Councilmembers and City Administrator
FROM: Lena Larson, Municipal Services Coordinator
SUBJECT: Adopt Resolution Approving a Joint Powers Agreement With Dakota County for a Household Hazardous Waste Collection Event-Municipal Services
DATE: March 20, 2017

INTRODUCTION

Dakota County is offering the City of Farmington an opportunity to partner on a one-day household hazardous waste drop-off day.

DISCUSSION

Dakota County has partnered with cities to host one-day household hazardous waste drop-off days since 1985. Drop-off days are held annually in communities whose residents are less likely to be adequately served by The Recycling Zone in Eagan. By partnering with the county on a drop-off day in Farmington, the city is able to add a layer of value and service to all Dakota County residents by providing a local opportunity to safely dispose of unwanted paints, solvents, and other household hazardous waste in addition to oil and oil filters, automotive tires, and batteries. Televisions and computer monitors will be accepted for a \$10 fee, all other electronics will be free.

The county will be responsible for providing equipment, staff, publicity outside of the Farmington area, and coordination and reimbursement of the disposal contractor. The county will also be responsible for delivery and sorting of waste. The county will provide personal safety equipment.

The county is requesting that the city provide a site for the collection day, local publicity, a minimum of ten staff people, management of solid wastes and recyclables received during the collection, cardboard recycling, traffic coordination, and the collection and management of lead-acid batteries, tires, used oil, and oil filters.

The household hazardous waste drop-off day will be at the Maintenance Facility on Saturday, September 9, 2017. The collection day will start at 9:00 a.m. and end at 1:00 p.m.

BUDGET IMPACT

Past costs to the city of the Household Hazardous Waste Drop-off Day have ranged from \$3,300 to \$3,500, including staff, and will be paid out of the 2017 solid waste budget. This expenditure was included in the budget as an anticipated expense.

ACTION REQUESTED

Adopt a resolution authorizing the city to enter into the joint powers agreement with Dakota County for a household hazardous waste collection event.

ATTACHMENTS:

Type		Description
▣	Resolution	Resolution
▣	Contract	Joint Powers Agreement with Dakota County

RESOLUTION NO. R -17

**APPROVING JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR
A ONE-DAY HOUSEHOLD HAZARDOUS WASTE EVENT COLLECTION**

Pursuant to due call and notice thereof, a regular meeting of the City Council and the city of Farmington, Minnesota, was held in the Council Chambers of said City on the 20th day of March, 2017 at 7:00 p.m.

Members present:

Members absent:

Member introduced and Member seconded the following resolution:

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

WHEREAS, it is considered mutually desirable to hold a one-day household hazardous waste drop-off day in the city of Farmington; and,

WHEREAS, the city of Farmington and Dakota County will share project responsibilities and jointly participate in the costs associated with the project as described in the agreement.

NOW THEREFORE, BE IT RESOLVED that the city of Farmington enter into an agreement with Dakota County for the following purposes:

To share project responsibilities and jointly participate in the costs to hold a one-day household hazardous waste drop-off day in the city of Farmington as described in the agreement.

BE IT FURTHER RESOLVED that the proper city officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the city all of the contractual obligations contained therein.

This resolution adopted by recorded vote of the Farmington City Council in open session on the 20th day of March, 2017.

Attested to the _____ day of March, 2017.

Mayor

City Administrator

SEAL

**JOINT POWERS AGREEMENT
BETWEEN DAKOTA COUNTY
AND
THE CITY OF FARMINGTON
FOR A HOUSEHOLD HAZARDOUS WASTE
COLLECTION EVENT**

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

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Farmington (City) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the parties desire to conduct a household hazardous waste and electronics collection event in the City.

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

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for the organization and implementation of a household hazardous waste and electronics collection event to be held in the City during 2017 (EVENT).

**ARTICLE 2
PARTIES**

The Parties to this Agreement are the County and the City.

**ARTICLE 3
TERM**

This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until completion by the Parties of their respective obligations under this Agreement, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4
COOPERATION**

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

**ARTICLE 5
OBLIGATIONS OF PARTIES**

5.1 CONTRACTS WITH VENDORS. The packaging, analysis, storage transportation and disposal of household hazardous wastes and electronics generated by the EVENT shall be governed by the terms of separate contracts between the County and its vendors, copies of which will be provided to the City upon request. The packaging, analysis, storage, transportation and disposal of additional items collected by the City at the EVENT shall be governed by the terms of separate contracts between the City and its vendors, copies of which will be provided to the County upon request. The County and the City acknowledge and agree to abide by the terms of said contracts.

5.2 SITE. The collection site for the EVENT will be located at the City of Farmington Maintenance Facility, 19650 Municipal Drive, Farmington.

5.3 GENERAL DUTIES OF PARTIES.

Each party shall assist in the organizational duties associated with the EVENT, including site set-up and coordination, volunteer coordination, and publicity for the EVENT.

In general, the County will provide equipment, staff, coordination and reimbursement of the household hazardous waste and electronics disposal contractors (vendor). The County will be primarily responsible for collection and sorting of household hazardous waste and electronics. The County will provide personal safety equipment, including gloves, safety glasses and, as needed, protective aprons and/or coveralls for the County and City workers.

In general, the City will provide a site at which the EVENT will take place, vendors and staffing for the collection and management of solid wastes (trash), recyclables (including cardboard), lead-acid batteries, and used oil received during the EVENT, and, if planned, may also organize, collect, and properly manage additional items, such as tires, appliances, and scrap metal, received during the EVENT. The City will provide reimbursement to the disposal contractor (vendor) for all planned items collected. In addition, the City will be primarily responsible for traffic control and staffing for the collection of oil filters and antifreeze. The City will provide necessary operational equipment at the site, fire extinguishers, eye wash and emergency shower, forklift and forklift operator, dumpsters, directional signs, sanitary facilities and running water.

5.4 PUBLICITY. The City will provide publicity for the purpose of advertising the EVENT. In publicizing the EVENT, the City shall follow the *Communication and Outreach Guidelines for Household Hazardous Waste/Electronics Collection Events* attached hereto and incorporated herein by this reference as Exhibit 1. The City will ensure that all EVENT publicity developed by the City is approved by the Dakota County Liaison before being used. The County will provide publicity for the EVENT outside of the City area.

5.5 WORKERS. The County will provide 8 to 10 employees or volunteers to staff the collection site and the City shall provide at least 15 employees or volunteers to staff the collection site specifically at the HHW and electronics collection areas. All workers must be at least 18-years of age and will read and be familiar with the document entitled "Household Hazardous Waste Site Safety Plan" (HHWSP) prior to the EVENT. The HHWSP shall be present and easily accessible to all workers at the site.

5.6 HAZARDOUS WASTE GENERATOR NUMBER. The County will act as the hazardous waste generator for all household quantities of accepted hazardous waste collected at the site during the EVENT.

5.7 ACKNOWLEDGEMENT. The City and County shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices and presentations relating to the EVENT. This section shall survive the termination of this Agreement.

ARTICLE 6 COSTS

6.1 EMPLOYEES. Each party shall be responsible for payment to their own employees. No party shall be liable to the other party for any remuneration to the other party's employees.

6.2 CITY'S COSTS. The City is responsible for the payment of the costs associated with the following:

- A. Supplying the operational equipment at the site, fire extinguishers, forklift, forklift operator, dumpsters, chairs, directional signs, sanitary facilities, running water, cardboard recycling, and traffic control and coordination.
- B. The collection, proper management and disposal of solid wastes (trash), recyclables (including cardboard), lead-acid batteries, used oil and any additional items received during the EVENT, such as tires, appliances and scrap metal. Disposal of City-collected materials shall be governed by agreements between the City and the vendor(s) of its choice.
- C. The City may charge residents for planned and publicized additional items collected during the EVENT. Any fees collected must not exceed the City's anticipated costs for managing the additional items.

- 6.3 COUNTY'S COSTS.** Except as to wastes identified in Section 6.2, the County shall be responsible for the payment of all costs for packaging, storage, transportation and disposal of household hazard waste and electronics collected at the EVENT.

ARTICLE 7 INDEMNIFICATION

Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS

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

TO THE COUNTY: Georg T. Fischer
Environmental Resources Department Director
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY: Todd Larson
Mayor, City of Farmington
430 Third Street
Farmington, MN 55024

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

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

County Liaison
Rolland Meillier
Telephone: (952) 891-7545
Email: Rolland.meillier@co.dakota.mn.us

City Liaison
Lena Larson
Telephone: (651) 280-6905
Email: llarson@ci.farmington.mn.us

ARTICLE 9 TERMINATION

- 9.1 IN GENERAL.** Either Party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other Party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any Party, which

arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

- 9.2 TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 SUBCONTRACTING.** The Parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all Parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.
- 10.2 EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 10.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and the City.
- 10.4 COMPLIANCE WITH LAWS/STANDARDS.** The City and the County agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either Party is responsible.
- 10.5 MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and the City.
- 10.6 MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.
- 10.7 MERGER.** This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
- 10.8 SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

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

APPROVED AS TO FORM:

DAKOTA COUNTY

/s/Helen R. Brosnahan 3/6/17
Assistant County Attorney/Date
KS-17-116-003
County Board Res. No. 17-097

By _____
Georg T. Fischer, Environmental Resources Director
Date of Signature: _____

CITY OF FARMINGTON

By _____
Todd Larson, Mayor
Date of Signature: _____

By _____
_____, City Clerk
Date of Signature: _____

Communication and Outreach Guidelines for Household Hazardous Waste/Electronics Collection Events

To create consistency in the household hazardous waste promotions, Dakota County is asking the cities hosting household hazardous waste collection events to follow these guidelines in city electronic and print communications, including flyers, mailers, websites, E-News and other promotional materials.

A. Required content:

City communication pieces should contain the following information:

1. Use “Dakota County and City of (*insert City name here*) Household Hazardous Waste Collection Event” as a description of the collection.
2. Use the City and Dakota County logo. See Section C. below for more details on the County’s logo.
3. Date, Day, Hours, and Address of the Household Hazardous Waste Collection Event.
4. List of household hazardous waste items (and other waste – e.g., electronics) that will be accepted). Include as many examples as space allows. See Section D. below for more details.
5. Clarify that household hazardous waste drop off is free, TVs and computer monitors will be charged \$10, and other electronics are free, and that drop off is open to all county residents, such as:
 - “Drop off is open to all County residents.” or
 - “All Dakota County residents can drop off household hazardous waste and electronics.” or
 - “Household hazardous waste—such as leftover paint, household cleaners, driveway sealers, lawn and garden chemicals, fluorescent bulbs and automotive fuels will be collected at the household hazardous waste drop-off day for free from all Dakota County residents.”
 - “TVs and computer monitors will be charged \$10, all other electronics are free”
6. Identify that a driver’s license is required.
7. Identify a city phone number and website for residents to get more information.
8. Acknowledge County support, such as: “The Household Hazardous Waste Collection Event is partially funded by the city of (*insert city name here*), Dakota County and the Minnesota Pollution Control Agency.” NOTE: “partially funded” is the required terminology for Dakota County acknowledgement; do not use “sponsored by.”
9. A list of unacceptable items (e.g., no business, farm or yard waste)
10. If space allows on the communication piece include information that The Recycling Zone is open year-round for residents that cannot make it to the collection event. Include The Recycling Zone’s website (www.dakotacounty.us, search *Recycling Zone*) and the phone number (651-905-4520), if possible. It is preferred this be listed under “What if I Can’t Take it to the Household Hazardous Waste Collection Event?” at the bottom of the piece or away from the Collection Event location information to avoid confusion.

B. Terminology.

City communication pieces should use the following terminology:





Use this:	Avoid this:
Household Hazardous Waste Collection Event	Event or Clean-Up Day
Household Hazardous Waste, Household Chemicals	Household waste, hazardous materials or HHW
Electronics	E-waste

Small household electronics	Small appliances
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C. Images.

Images of Dakota County's logo and household hazardous waste and electronics can be found in the Household Hazardous Waste, Electronics and Small Household Electronics toolkits at the Local Solid Waste Staff SharePoint site or on the Minnesota Pollution Control Agency website under Marketing Your HHW program.

Preferred images include, but are not limited to:

			
Dakota County logo	Household hazardous waste	Electronics	Small household electronics

D. List of types of wastes accepted.

The list below includes items that have been collected at Household Hazardous Waste Collection Events. Items on the Household Hazardous Waste, Electronics and Small Household Electronics lists are collected at all Household Hazardous Waste Collection Events.

It is best to include the entire list when promoting for websites, E-News and phone inquiries. If the list needs to be pared down (e.g., for print pieces), please use the material names identified below by an asterisk (*).

Household hazardous waste

- Aerosols*
- Antifreeze
- All batteries*
- Driveway sealer
- Fluorescent light bulbs and tubes*
- Household cleaners
- Gasoline and other fuels
- Lawn and garden chemicals*
- Mercury thermometers and thermostats
- Oil /Oil filters
- Paint—latex or oil*
- Paint thinner
- Pesticides
- Propane tanks/gas cylinders
- Varnish and Stains
- Weed and insect killers
- Wood preservatives
- Most products labeled dangerous, flammable, combustible, poisonous, or corrosive*

Electronics

- Answering machines
- Cell/smart phones*
- Copiers (desktop only)
- Computer hardware*
(Keyboards, laptops, mouse, towers, hard drives, modems etc.)
- Computer monitors (\$10 fee per item)*
- DVD/VHS players
- Handheld gaming systems
- Fax machines (desktop only)
- iPods®, MP3 and other portable media players
- Printers (desktop only)
- Scanners (desktop only)
- Stereo/radio equipment*
- Tablets and e-readers
- Telephones
- Televisions (\$10 fee per item)*
- Video game consoles /equipment

Small household electronics (please remove batteries from all items)

- Blenders (remove jar/lid)*
- Bread makers
- Cameras
- Carpet sweepers
- Clocks
- Clothing irons
- Coffee makers (remove glass pot)*
- Electrical knives
- Electric toothbrushes
- Fans
- Food sealing equipment
- Fryers
- Hair dryers and irons
- Heaters
- Holiday lights/cords
- Metal tools (drills, screwdrivers, sanders, small saws, etc.)
- Mixers
- Remotes
- Shaving equipment
- Sewing machines
- Toasters and toaster ovens*
- Vacuum cleaners (remove bags)*

E. County Review and Approval.

Ensure all communications pieces are reviewed and approved by the County Liaison before they are used or published.



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Tony Wippler, Planning Manager
SUBJECT: Approve Findings of Fact for Approval of Comprehensive Plan Amendment and Rezoning for the Bongard Property Located at 20522 Akin Road-Community Development
DATE: March 20, 2017

INTRODUCTION

At the March 6, 2017 regular city council meeting the city council voted to approve a comprehensive plan amendment and rezoning for the property located at 20522 Akin Road.

The requested comprehensive plan amendment was to change the land use designation for the property from low density residential to commercial and to rezone the property from R-1 (Low Density Residential) to B-4 (Neighborhood Business).

DISCUSSION

Findings of fact should be adopted by the city council for the approvals that were given. Attached, for the city council's review and approval are findings of fact as drafted by the city attorney.

BUDGET IMPACT

NA

ACTION REQUESTED

Review and approve the attached findings of fact for the approval of the comprehensive plan amendment and rezoning for the property located at 20522 Akin Road.

ATTACHMENTS:

Type	Description
□ Backup Material	Findings of Fact

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

**In Re: Application of Craig Bongard
for Comprehensive Plan Amendment
and Rezoning for Property at 20522
Akin Road (March 6, 2017)**

**FINDINGS OF FACT
AND DECISION**

On March 6, 2017, the Farmington City Council met to consider an application from Craig Bongard, 2925 Plantation Road, Winter Haven, Florida 33884, for an amendment to the City's Comprehensive Plan from Low Density Residential to Commercial, and Rezoning from R-1 (Low Density Residential) to B-4 (Neighborhood Business), for property at 20522 Akin Road ("Subject Property").

The Subject Property for the request is 4.79 acres located east of Akin Road and north of Farmington Lutheran Church.

The application, dated January 13, 2017, has been reviewed by city staff, the Planning Commission following a public hearing on February 14, 2017, and by the City Council.

The City Council of the City of Farmington, at its meeting, having considered the City's Comprehensive Plan, staff reports, the report and recommendation of the Planning Commission, written materials submitted by the applicant; having heard testimony from all interested persons wishing to speak; and based on its knowledge of the community; now makes the following:

FINDINGS OF FACT

1. The Subject Property is located in an area designated by the City's Comprehensive Plan as Low Density Residential, and is zoned consistent with the Plan as R-1 Low Density Residential.
2. The Comprehensive Plan and Zoning designation for the Subject Property has been unchanged for over for over 40 years, but has been allowed for equipment maintenance and storage for most of that time.
3. On August 10, 1976, the City's Planning Commission granted a special exception permit for the Subject Property to allow Equipment Maintenance & Storage, Non-commercial, on this site. The definition for Equipment Maintenance & Storage, Non-commercial, was established by Ordinance No. 076-39 and read as follows:

"Equipment Maintenance & Storage, Non-commercial: A building in which is exclusively maintained, repaired or stored, only equipment which is owned and used by the same individual, firm, or organization that owns, rents leases or occupies the building and in which no

maintenance, repair or storage of equipment is performed for any other party or person."

4. A special exception permit is similar to what a conditional use permit is in today's zoning code and allows for certain uses of property after review and approval by the Planning Commission or Board of Adjustment. Special exception permits, like conditional use permits, run with the land. Special exceptions no longer exist in the city's zoning ordinance as uses and therefore cannot be amended.
5. The Subject Property has been used in the past for Mr. Bongard's trucking operation in accordance with the aforementioned special exception permit.
6. The surrounding land uses are: Single-family residences are located to the north and west of the Subject Property, Farmington Lutheran Church is located to the south, and farmland is adjacent to the east. The present guiding and zoning of the undeveloped farmland to the east is low density residential.
7. Mr. Bongard previously applied for and was denied guiding and zoning changes to allow B-3 Heavy Business, with the City concluding that the uses allowed in the B-3 zone are not consistent or compatible with the uses surrounding the Subject Property, which are largely residential, reasoning that "the purpose statement for the B-3 states that the uses allowed in this zone are of an intensity that generally do not make them compatible with the other commercial zoning districts within the city," that "if these uses are not generally compatible with other commercial zones, the B-3 is most certainly not compatible with residential zones" and "the request does not fit into the character of the surrounding neighborhood."
8. Following that denial, Mr. Bongard now seeks guiding and rezoning amendments to the B-4 neighborhood business district designation. Following the public hearing conducted on February 14, 2017, the Planning Commission unanimously recommended approval of the application.
9. The purpose statement for the B-4 zone in the City Code provides: "The B-4 neighborhood business district is intended to provide a setting for low to moderate density housing combined with complementary and supporting business land uses that serve a neighborhood and are developed and operated in harmony with the residential characteristics of a neighborhood."
10. The permitted and conditional uses in the proposed district are of an intensity and nature that would be compatible with the surrounding residential neighborhood, complementary to the church use to the south, and appropriate for the higher traffic volume location along Akin Road.

DECISION

Based on the record developed and presented by the Applicant, Staff, and Planning Commission, and its knowledge and experience of the neighborhood, community, Plan and Code, the City Council of the City of Farmington approves the requested Comprehensive Plan Amendment and Rezoning of the Subject Property subject to and conditioned on statutory review requirements of the Comprehensive Plan by the Metropolitan Council.

CITY OF FARMINGTON

By: _____
Todd Larson, Mayor

ATTEST:

David M. McKnight, Administrator



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Tony Wippler, Planning Manager
SUBJECT: Readopt Joint Resolution with Castle Rock Township Establishing an Orderly Annexation Agreement-Community Development
DATE: March 20, 2017

INTRODUCTION

On October 17, 2016 the city council adopted a joint resolution establishing an orderly annexation agreement with Castle Rock Township.

DISCUSSION

The joint resolution that was approved this past October (and attached to this memorandum) was created to replace an existing orderly annexation agreement that expired in December of 2016. The attached agreement is very similar to the original agreement that was adopted in 2006. The area of Castle Rock to be included in the orderly annexation agreement is not being modified with the new agreement.

The notable changes in the new orderly annexation agreement are as follows:

- Includes language that the city will support the future incorporation of the township by resolution and that the city will not take any actions to oppose the incorporation (Section 5 of the agreement).
- Under Section 7 of the agreement, 7.5 was added. This section reflects the requirements of Minnesota Statute 414.036 and requires the city to reimburse the Township for unpaid amounts (i.e., assessments, or other lawfully imposed amounts) or debt incurred to the Township from a property prior to the effective date of the annexation of said property.
- The termination date of the agreement is set for December 31, 2030.
- Under Section 11, 11.8 was added which allows an annexed property to detach if the city fails to provide the full range of city services to the annexed property within a reasonable time.

As previously mentioned, the city council did approve the attached joint resolution in October of 2016. However, both the city and township must re-adopt the attached joint resolution as a notice of intent to include property in an orderly annexation area was never published prior to the adoptions by the city and township taking place. The State Office of Administrative Hearings, Municipal Boundary Adjustment Unit is requiring both the township and city re-adopt the joint resolution after notice of intent to include property in an orderly annexation area is published at least ten days prior to adoption of the joint resolution. City and township staff were previously under the understanding that the notice of intent was not required as the attached joint resolution was replacing an existing agreement with no changes to the boundary of the orderly annexation area being proposed. The State determined that being the attached agreement (joint resolution) is labeled as a "new" agreement versus an "amendment" to an existing agreement that a notice of intent is required to be published.

The notice of intent to include property in an orderly annexation area was published by city staff in the March 9, 2017 edition of the Farmington Independent.

The Castle Rock Town Board will act upon the attached joint resolution at their meeting scheduled for April 10, 2017.

BUDGET IMPACT

Unknown at this time.

ACTION REQUESTED

Re-adopt the attached joint resolution establishing a new orderly annexation agreement with Castle Rock Township.

ATTACHMENTS:

Type	Description
▣ Resolution	Joint Resolution Establishing an Orderly Annexation Agreement between the City of Farmington and Castle Rock Township

**JOINT RESOLUTION ESTABLISHING AN
ORDERLY ANNEXATION AGREEMENT BETWEEN
THE CITY OF FARMINGTON AND CASTLE ROCK TOWNSHIP**

**City of Farmington Resolution No. _____
Castle Rock Township Resolution No. _____**

WHEREAS, on September 12, 2006 the City of Farmington ("City") and Castle Rock Township ("Town"), entered into an orderly annexation agreement, which expired on December 31, 2016; and

WHEREAS, the City and Town desire to enter into a new orderly annexation agreement to accommodate growth in a cooperative, planned, and orderly fashion; and

WHEREAS, Minnesota Statutes, section 414.0325 authorizes townships and cities to provide for the orderly annexation of unincorporated areas that they determine are in need of orderly annexation; and

WHEREAS, the City and Town agree that there is a public need for the coordinated, efficient and cost-effective extension of sewer and water services to promote economic growth and development, and provide for the efficient delivery of desired or required public services; and

WHEREAS, the property depicted in attached Exhibit A ("Annexation Area") is about to become urban or suburban in nature and the City is capable of providing sewer, water and other public services within a reasonable time; and

WHEREAS, the establishment of a process of orderly annexation of said lands is beneficial to the residents and owners of said lands, and permit the City to extend municipal services in a planned and efficient manner.

WHEREAS, the extension of sewer, water, and other public services can only be provided in prioritized phases if the process and timing of service requirements are clearly identified and jointly agreed upon in advance of the City's capital planning, commitment, and expenditure; and

WHEREAS, the City and Town desire to accomplish the orderly annexation of the Annexation Area and the extension of municipal services in a mutually acceptable and beneficial manner without the need for a hearing before the Municipal Boundary Adjustments Unit ("MBAU") of the Office of Administrative Hearings, or its successor, and with the purpose of avoiding annexation disputes, enter into this joint resolution and agreement for orderly annexation pursuant to Minnesota Statutes, section 414.0325.

NOW, THEREFORE, BE IT RESOLVED, that the City of Farmington and the Town of Castle Rock hereby enter into this Joint Resolution Establishing an Orderly Annexation Agreement (hereinafter referred to as "Agreement") and agree to the following terms:

1. Annexation Area

- 1.1. The map attached hereto as Exhibit A entitled "Annexation Area" shall be the framework for annexation from 2016 through 2030 (inclusive). The map constitutes the Annexation Area, and denotes areas from which annexation may occur under this Agreement. It is not necessary that all of the land constituting the Annexation Area be annexed within the time period set forth in this Agreement.
- 1.2. The lands included within the 2016 through 2030 Annexation Area are designated for future urban development within the City. The Town agrees to oppose any efforts to include any of the lands within the Annexation Area into any governmental jurisdiction other than the City unless the City expressly agrees to such annexation.

2. Authority to Annex

- 2.1. The City shall have the right to annex land from within the Annexation Area during the period from the date of this Agreement through December 31, 2030, provided such annexations occur in accordance with the terms and conditions of this Agreement. The annexation pace shall be consistent with the requirements and standards set forth in the Comprehensive Plan, and zoning and subdivision regulations of the City.
- 2.2. Annexation will be limited to property that is, at the time of the proposed annexation, contiguous to the corporate limits of the City.
- 2.3. All annexations shall be subject to the prevailing Comprehensive Plan, the Zoning Ordinance, and subdivision regulations of the City.
- 2.4. The Town will not file any objection with the MBAU concerning the City's annexation of any land within the Annexation Area described above, so long as the annexation complies with the terms and conditions of this Agreement.

3. Comprehensive Planning

- 3.1. The City will revise its Comprehensive Plan as needed to address properties located within the Annexation Area.

- 3.2. Except as provided in Sections 3.3 or 3.4, the Planning Commission and/or the City Council of the City shall not adopt an initial Comprehensive Plan designation for any property located within the Annexation Area, or subsequently modify, change, or alter in any way that initial Comprehensive Plan designation, without providing the Town reasonable advance notice of, and a reasonable opportunity to comment on, any such adoption, modification, change or alteration.
- 3.3. With regard to any proposed industrial or commercial use of property, the Planning Commission and/or the City Council of the City of Farmington shall not adopt an initial Comprehensive Plan designation for any property located within the Annexation Area, or subsequently modify, change, or alter in any way that initial Comprehensive Plan designation, without the consent of the Town Board, which consent may not be unreasonably withheld.
- 3.4. With regard to any proposed medium to high density residential, industrial, or commercial use that is proposed to be constructed within 150 feet of the west property line of any Town residence that is located adjacent to Berring Avenue, the Planning Commission and/or the City Council of the City shall not adopt an initial Comprehensive Plan designation for any property located within the Annexation Area, or subsequently modify, change, or alter in any way that initial Comprehensive Plan designation, without the consent of the Town Board, which consent may not be unreasonably withheld.
- 3.5. With regard to any future development proposed to be constructed along the west property line of any Town residence that is located adjacent to Berring Avenue, the City will not obtain or require any permanent easements or rights-of-way from the owners of the Berring Avenue properties in question.

4. Planning and Land Use Control

- 4.1. Pursuant to Minnesota Statutes, section 414.0325, subdivision 5(a), the parties agree the City shall have the authority to exercise planning authority within the Annexation Area as provided in this section. Prior to the actual annexation of a parcel of property located within the Annexation Area, the City's exercise of such planning authority shall be limited to adopting a Comprehensive Plan designation for that parcel, which will not affect the parcel's land use unless and until the annexation of the parcel is complete. Upon the effective date of the annexation of a parcel of property into the City, the parcel shall become subject to the City's land use regulations. Prior to the effective date of annexation, the zoning and use(s) of a parcel located within the Annexation Area, and the construction or modification of structures located thereon, shall be controlled by the Town's Comprehensive Plan, Zoning Code, regulations and procedures, unless otherwise agreed to in writing by the City and the Town.

5. Incorporation of the Town

- 5.1. The City agrees it will support by resolution the future incorporation by the Town as a city and shall take no actions opposing such incorporation. Such incorporation will be consistent with a permanent boundary that does not include any portion of the Annexation Area unless the City and the Town agree to include such portion in the incorporation.

6. Annexation Process

- 6.1. Annexations within the Annexation Area shall occur only if the owners of the properties to be annexed located within the Annexation Area petition the City for annexation. The City agrees to reject any petition that does not comply with the terms of this Agreement.
- 6.2. If the City intends to act on a petition to annex a parcel of property within the Annexation Area, the City shall, within 14 days of receipt of a petition to annex such property, submit to the Town the following:
 - (a) The legal description and a map of the property proposed to be annexed; and
 - (b) A description of the proposed use of said property, if known by the City, and with the express understanding that the City reserves the right to accept or reject any such proposed use.

Upon receipt of submittals set forth above, the Town shall have 30 days in which to provide comments on the proposed annexation to the City.

- 6.3. Any time after the 30-day comment period, and review and consideration of any comments provided by the Town, the City may act by resolution to annex the parcel, provided such annexation is consistent with the terms of this Agreement. The Town shall not be responsible for any costs associated with the City's annexation of the parcel including, but not limited to, any fees for filing the annexation with the MBAU.
- 6.4. During the term of this Agreement, petitions for the annexation of areas located outside of the Annexation Area shall not be accepted, processed or approved by the City without the express written consent of the Board of Supervisors of the Town. This provision shall remain in effect through December 31, 2030 even if this Agreement terminates earlier than December 31, 2030 as provided herein.

7. Road Maintenance and Improvements; Transportation Planning; Road and Bridge Account

- 7.1. Road Maintenance Prior to Annexation. The Town shall continue its normal maintenance of existing Town roads, bridges, drainage facilities, and street signage for any roads and facilities located within the Annexation Area until the property adjacent to or surrounding such roads and facilities is annexed by the City.
- 7.2. Joint Maintenance/Improvement Expenses. The City and Town agree to develop a joint policy for sharing the cost of maintaining and improving Town roads that are adjacent to any property that is annexed pursuant to the terms of this Agreement. Such joint policy shall be consistent with the provisions of Minnesota Statutes, section 414.038.
- 7.3. Joint Transportation Planning. The City and the Town will work in cooperation with Dakota County, MnDOT and developers to ensure that any new development within the Annexation Area properly addresses:
- (a) the transportation needs of the project;
 - (b) projected impacts on City and/or Town roads, especially those that are likely to result in the need to make improvements or upgrades due to increased traffic and/or different types of usages; and
 - (c) compliance with the transportation system set forth in the City's Comprehensive Plan.
- 7.4. Road and Bridge Account. The Town shall maintain the road and bridge account it created that is separate from its existing road and bridge account. Payments of the type referred to in Section 9.1 below shall be deposited into the separate account. The Town may annually transfer up to 7.5% of each such deposit into its general revenue fund. Funds in the separate road and bridge account shall be used exclusively for the following purposes:
- (a) Maintenance. The funds in question may be applied to roadway maintenance costs on Roadway Segments A, B, C or D, as identified on the attached Exhibit B, and on Berring Avenue and 230th Street
 - (b) Improvements. The funds in question may be applied to the cost(s) of constructing, reconstructing, paving or otherwise improving Roadway Segments A, B, C or D, as identified on the attached Exhibit B, and 230th Street.

The Town's engineer shall discuss any proposed or anticipated expenditure in excess of \$2,500 with the City's Public Works Director prior to the authorization or commencement of the work in question. Any funds that remain in the account upon the expiration of this Agreement shall be returned to the

City unless the parties have mutually agreed in writing, prior to said expiration, that those funds may be retained by the Town for other costs attributable to any additional development that occurs within an area subject to any separate Orderly Annexation Agreement between the City and the Town. The funds placed in the separate road and bridge account pursuant to the previous orderly annexation shall remain in the account and shall be used as provided in this Agreement.

- 7.5. The City shall reimburse the Town for all unpaid amounts the Town assessed, levied, or otherwise placed against property, in addition to the regular assessment of property taxes, whether pursuant to a 429 special assessment project, 365A subordinate service district, a service charge being collected under Minnesota Statutes, section 366.012, or other amount lawfully imposed on the property prior to the effective date of the annexation of the property. The City shall also reimburse the Town for any portion of debt incurred by the Town prior to the annexation and that is attributable to the property annexed, but for which no special assessments are outstanding. The reimbursement of these amounts shall occur in substantially equal payments over a period of not less than two or no more than eight years.

8. Statutory Sharing of Tax Revenues

- 8.1. Property tax revenue generated by annexed properties shall be allocated between the City and the Town on the following basis:

- (a) Ash Street Orderly Annexation Area. For any past or future annexations involving properties located within the Ash Street Orderly Annexation Area, property tax revenues related to commercial or industrial properties (only) will be shared by the City and the Town in accordance with the following:

Years Starting from when City Becomes the Levying Authority	Percentage of Town Taxes to be Paid to Town in the Year
1 st Year	90%
2 nd Year	70%
3 rd Year	50%
4 th Year	30%
5 th Year	10%
6 th Year	0%

Any past payments due to the Town pursuant to this provision shall be calculated and paid as if this provision had been in effect as of the date of annexation. Property taxes payable on the annexed land shall continue to be paid to the Town for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a

levy year, the City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the Town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year.

- (b) Future Annexations. For any future annexations of properties located outside of the Ash Street Orderly Annexation Area, property tax revenues related to properties located within the 2016-2030 Annexation Area shall be shared pursuant to Section 9.1 of this Agreement.

9. Tax Rebates to the Town

- 9.1. Payments to Town. Except as otherwise provided in this Agreement, upon annexation of any land per this Agreement, the Town shall not be entitled to receive tax revenue rebates from the City until such time as the property is developed or redeveloped. When development or redevelopment occurs, and the improved property is assessed in a manner that reflects the value of the completed development improvements, the Town shall begin to receive tax revenue rebates. The tax rebate received by the Town on any given developed or redeveloped parcel shall be equal to 50% of the amount of the City's share of the total property taxes paid on that parcel in the first tax year that reflects the full value of the completed initial improvements. Improvements shall be considered "completed" when the City issues a Certificate of Occupancy.

The payments due to the Town pursuant to this Agreement will be made within 60 days of the City's receipt of the property tax revenue(s) in question, or within 60 days of receipt by the City of the annual accounting from the Town, whichever is later.

- 9.2. The Town will provide an annual accounting of the use of funds from the Road and Bridge Account referred to herein. If the City wishes to challenge the accounting, it may do so at its own expense. If there is an error in the Town's accounting, the error will be corrected by mutual agreement of the parties. If the error is in the Township's favor, the expense the City incurred to audit the Township's accounting will be paid through a reduction of funds owed to the Township pursuant to this Agreement.

10. Dispute Resolution and Amendment

- 10.1. Disputes concerning this Agreement shall be resolved as follows:

- (a) Negotiation. When a disagreement over interpretation of any provision of this Agreement occurs, the City and Town must meet at least once, at a mutually convenient time and place, to attempt to resolve the dispute through negotiation.

- (b) Mediation. If the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate a mutually acceptable interpretation of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to non-binding mediation.
- (c) Adjudication. When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate a mutually acceptable interpretation of any provision of this Agreement, or are unable to agree to submit their respective grievances to non-binding mediation, then either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Agreement, the non-violating, non-defaulting, non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms. If a court action is required, the court may reimburse the prevailing party for its reasonable attorney's fees and costs.

11. General Terms and Provisions

- 11.1. This Agreement may not be modified, amended or altered except upon the written joint resolution of the City and Town, duly executed and adopted by the City Council and Town Board of Supervisors, and filed with the MBAU. Either party to this Agreement may request an amendment. Requests for amendments will first be considered by each jurisdiction's Planning Commission. Their recommendations shall be forwarded to the Town Board and the City Council.
- 11.2. The City and Town agree to meet jointly on an annual basis to consider and discuss: (a) the usage of the separate road and bridge account funds during the preceding twelve months; and (b) possible modifications to this Agreement.
- 11.3. The terms, covenants, conditions and provisions of this Agreement, including the present and all future attachments, shall constitute the entire agreement between the parties, superseding all prior agreements and negotiations regarding the Annexation Area (with the exception of any jointly approved roadway maintenance agreements between the City and the Town and any payments owed to the Town pursuant to the previous orderly annexation agreement). There are no understandings, agreements or assumptions other than the written terms of this Agreement.
- 11.4. This Agreement shall be binding upon and benefit the respective successors and assigns of the City and Town. Specifically, this Agreement is binding upon the governmental entity that survives or is created by any action on the part of the Town to merge, consolidate, detach, annex, reorganize or incorporate.

- 11.5. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota. In the event any provision of this Agreement is determined or adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain full force and effect.
- 11.6. Upon the filing of this Agreement and resolution with the MBAU, the costs of which shall be paid by the City, the parties will not request any alteration of the boundaries of the land constituting the Annexation Area, or any change in the annexation of land not provided for in this Agreement. The MBAU may review and comment on the annexation resolution, but may not otherwise consider the resolution or alter the Annexation Area boundaries. Within thirty (30) days of receipt of an annexation resolution adopted by the City, which complies with this Agreement, the MBAU must order the annexation of the area described in the annexation resolution in accordance with the terms and conditions of this Agreement.
- 11.7. This Agreement shall terminate on December 31, 2030, or the date upon which all permitted annexation of land in the Annexation Area has been completed, whichever occurs sooner. Notwithstanding the termination of this Agreement, the following provisions shall remain binding and enforceable after the termination of the agreement for all properties annexed under the terms of this Agreement:
- (a) Section 7.4 – Relating to use of tax rebate funds. Any funds in the separate road and bridge account (Section 7.4 hereof) shall remain available to the Town for the purposes referred to in Section 7.4 until the later of:
 - 1. December 31, 2030, or
 - 2. Two years after the City Council's approval of the last annexation of property located within the Annexation Area that occurs prior to December 31, 2030.
 - (b) Section 9.1 – Relating to tax rebates; and
 - (c) Section 9.2 – Relating to annual accounting.
- 11.8. The City agrees it will provide, or continue to provide, annexed properties with City services in accordance with its usual procedures and policies in the same manner and at the same rates as it provides to other properties in the City. If City fails to provide the full range of the City services to annexed property within a reasonable time under its procedures and policies, the City agrees not to oppose an owner's petition under Minnesota Statutes, section 414.06 for detachment of the property from the City if the owner chooses to bring such a petition.

12. Binding Agreement, Chief Administration Law Judge's Review

- 12.1. No alteration of the areas set forth herein for orderly annexation, or their boundaries is appropriate. The Chief Administration Law Judge of MBAU may review and comment, but not alter the boundaries.
- 12.2. This Orderly Annexation Agreement designates certain areas as eligible for orderly annexation, and provides the conditions for the annexation of those areas. The parties agree that no consideration by the Chief Administration Law Judge of MBAU is necessary, and that therefore the Chief Administration Law Judge of MBAU may review, and comment, but shall, within thirty (30) days of the submission of a petition for annexation in conformity with this Agreement, order annexation consistent with the terms of this Orderly Annexation Agreement, and Resolutions submitted pursuant thereto.
- 12.3. This Agreement is, pursuant to Minnesota Statutes, section 414.0325, subdivision 6, a binding contract on the parties and provides the exclusive procedures by which unincorporated property identified in the Agreement may be annexed to the City. The City shall not annex any property from the Township in any manner, or by any procedure or authority that is not consistent with the terms of this Agreement. The parties do not intend any provision of this Agreement to be preempted by any provision of Minnesota Statutes, chapter 414 or any other law as it may exist or may later be adopted or amended.

Adopted on the ____ day of _____, 2017.

BY THE TOWN BOARD

Town Chairperson

Attest: _____
Town Clerk

Adopted on the ____ day of _____, 2017.

BY THE CITY COUNCIL





Mayor, City of Farmington

Attest: _____
City Administrator

EXHIBIT A
Map of Designated Area

(Attached hereto)

Legend

-  Proposed 2016-2030 Orderly Annexation Area
-  Ash Street Orderly Annexation Area
-  Vermillion River Floodplain
-  Municipal Boundaries

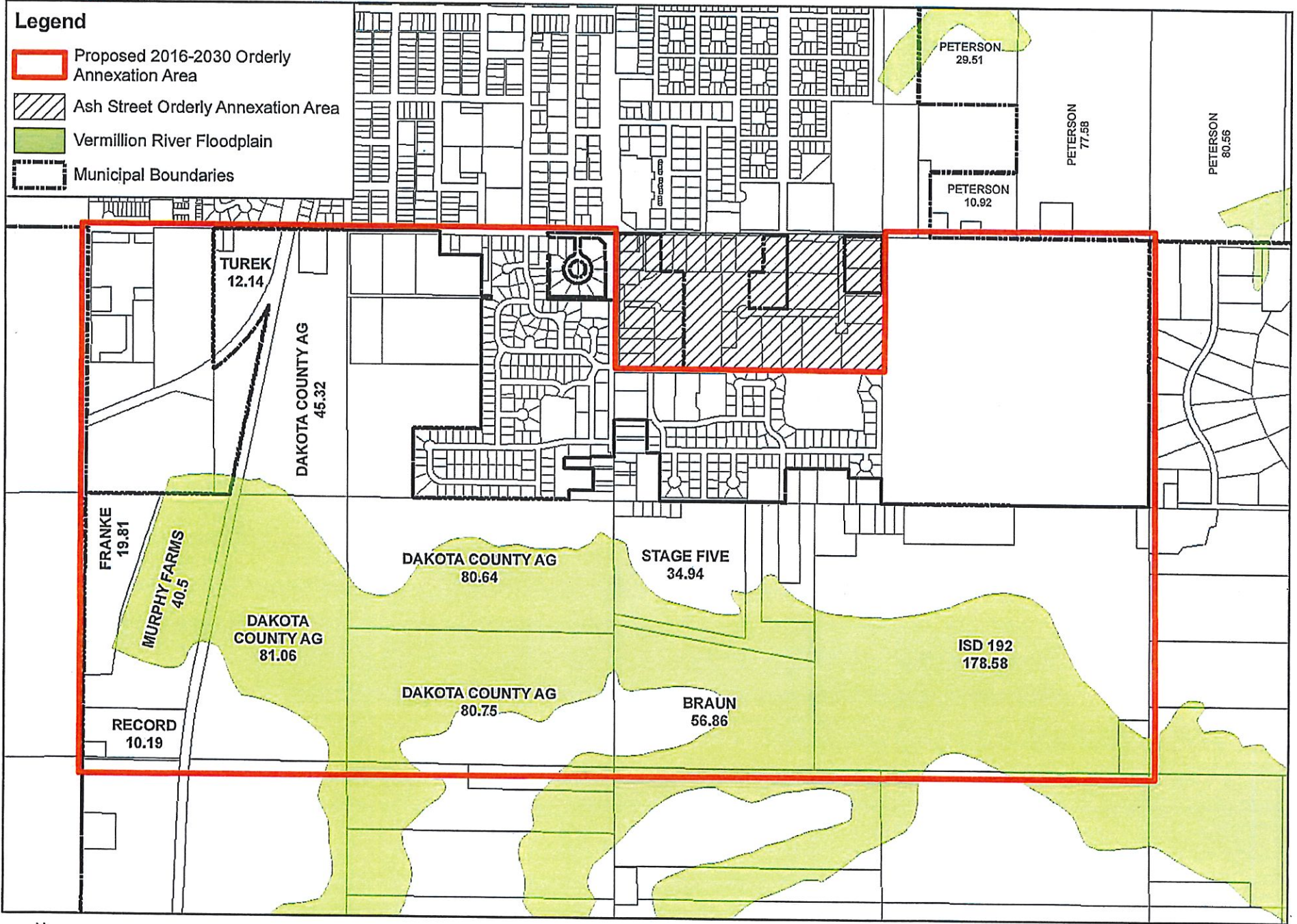


EXHIBIT A



0 0.125 0.25 0.5 Miles

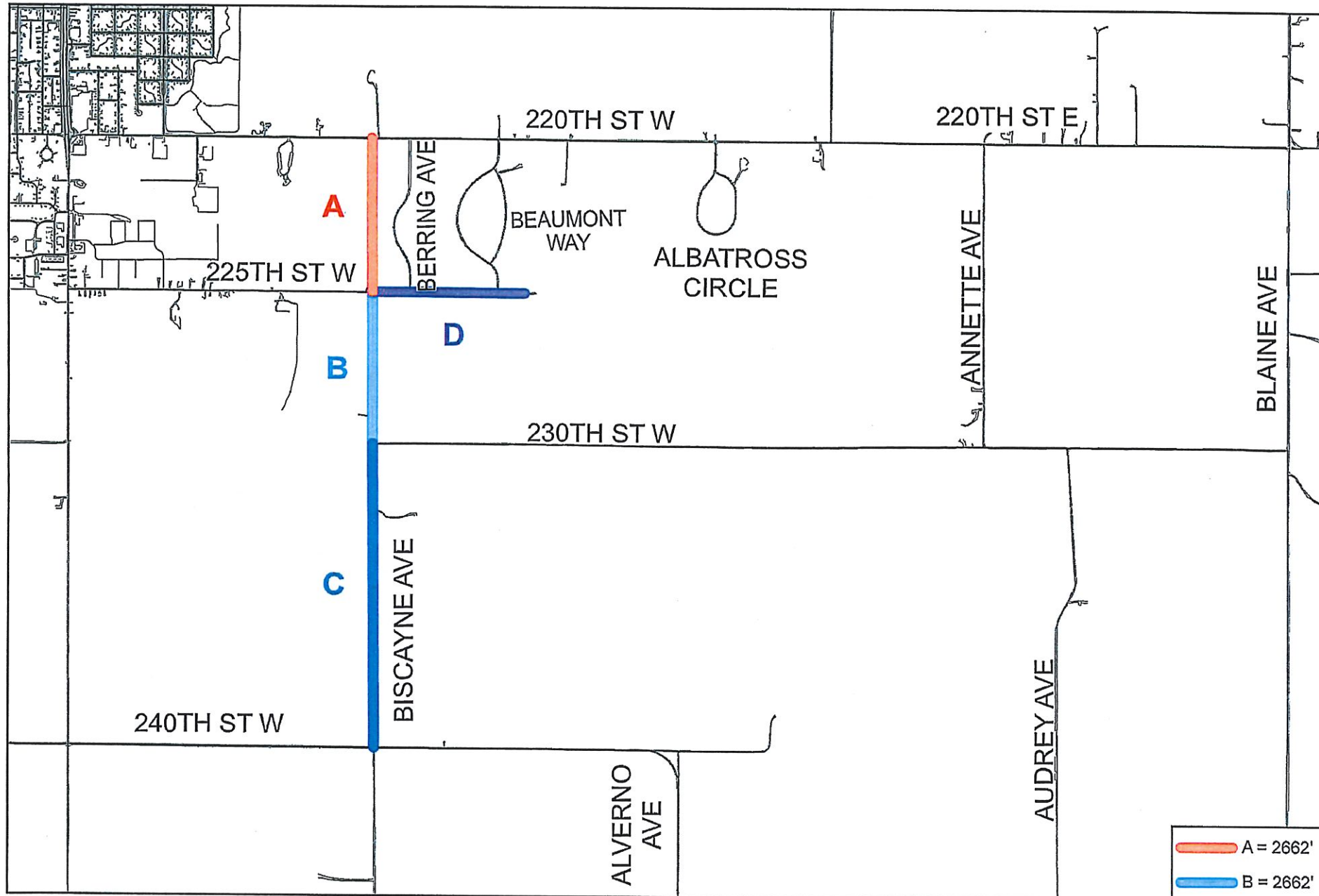
Prepared for the City of Farmington by the Dakota County Office of GIS.

EXHIBIT A

Map created 9/22/05
Map revised 5/2/06
Map updated 7/29/16

EXHIBIT B
Road Segment Map

(Attached hereto)



0 1,000 2,000 3,000 Feet

Prepared for the City of Farmington by the Dakota County Office of GIS.



—	A = 2662'
—	B = 2662'
—	C = 5274'
—	D = 2780'

Map created 9/22/05
Map revised 5/2/06
Map updated 7/29/16

EXHIBIT C

Legal Description of Designated Area

All of Sections 5 and 6, Township 113 North, Range 19 West, Dakota County, Minnesota. EXCEPT the North Half of the Northwest Quarter of said Section 5. ALSO EXCEPT any property within the above described orderly annexation description that is currently within the boundaries of the City of Farmington.



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Brenda Wendlandt, Human Resources Director
SUBJECT: Acknowledge Resignation Engineering-Human Resources
DATE: March 20, 2017

INTRODUCTION

The city has received notice that Mr. Stephen Barber has resigned from his position as Solid Waste/Maintenance Worker.

DISCUSSION

Mr. Barber has been employed with the City of Farmington since July of 2016 and has been a valued member of the organization. The city appreciates his commitment to the organization and wishes him well in his future endeavors.

BUDGET IMPACT

NA

ACTION REQUESTED

Acknowledge the resignation of Mr. Stephen Barber effective March 28, 2017.



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Robin Hanson, Finance Director
SUBJECT: Approve Staff Issued Business Credit Cards-Finance
DATE: March 20, 2017

INTRODUCTION

The city provides business credit cards to staff as needed.

DISCUSSION

The city has two new staff people who need city issued credit cards. Staff is requesting approval for business credit cards, each with a \$2,000 credit limit, as follows:

Director of Public Works/City Engineer	Katy Gehler
Recreation Supervisor	Ryan Hayes

BUDGET IMPACT

This does not affect the city budget.

ACTION REQUESTED

Authorize staff to add two city business credit cards for the individuals indicated above each with a \$2,000 credit card limit.



City of Farmington

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Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Robin Hanson, Finance Director
SUBJECT: Approve Bills-Finance
DATE: March 20, 2017

INTRODUCTION

Attached are the bills for your consideration.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Approve the attached bills.

ATTACHMENTS:

Type	Description
□ Backup Material	List of Bills

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

2/1/2017 - 3/15/2017

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
139097	3/3/2017		108446 ASPEN MILLS												
		508.90	FD UNIFORM ISSUE-C. SATHER		153902	193749	1060	6290			UNIFORMS & CLOTHING	FIRE SERVICES	01000	06	
		508.90													
139098	3/3/2017		113466 BARRIS, JODIE MARIE												
		40.00	RRC TAP DANCE CLASS FEB'17		153990	20170201 TAP	1093	6570			PROGRAMMING EXPENSE	SENIOR CITIZEN SERVICES	01000	09	
		64.00	RRC ZUMBA DANCE CLASS FEB'17		153991	20170201 ZUMBA	1093	6570			PROGRAMMING EXPENSE	SENIOR CITIZEN SERVICES	01000	09	
		104.00													
139103	3/3/2017		108820 CAHLANDER, DANIELLE												
		27.93	MILEAGE TO MAGC WORKSHOP		154056	20170223 -	1014	6485			MILEAGE REIMBURSEMENT	COMMUNICATIONS	01000	01	
						CAHLANDER									
		27.93													
139104	3/3/2017		110511 CHARTER COMMUNICATIONS												
		15.00	POOL PHONE REMOTE FORWARD FEE		153993	0290159 MAR'17	1097	6411			TELEPHONE	SWIMMING POOL OPERATIONS	01000	09	
		15.00													
139105	3/3/2017		100025 CINTAS CORP LOC 754												
		27.39	UNIFORMS		153888	754694436	1072	6290			UNIFORMS & CLOTHING	STREET MAINTENANCE	01000	08	
		27.40	WEEKLY UNIFORM CLEANING SERVIC		154040	754697172	1072	6290			UNIFORMS & CLOTHING	STREET MAINTENANCE	01000	08	
		30.95	WEEKLY UNIFORM CLEANING SERVIC		154040	754697172	1090	6290			UNIFORMS & CLOTHING	PARK MAINTENANCE	01000	09	
		30.96	UNIFORMS		153888	754694436	1090	6290			UNIFORMS & CLOTHING	PARK MAINTENANCE	01000	09	
		116.70													
139106	3/3/2017		110783 CITY ENGINEERS ASSOC OF MINNESOTA												
		60.00	CITY ENGINEER 2017 ANNUAL DUES		154055	2017 ANNUAL DUES	1070	6460			SUBSCRIPTIONS & DUES	ENGINEERING SERVICES	01000	07	
		60.00													
139108	3/3/2017		100581 CRAWFORD DOOR SALES CO												
		143.75	FD STATION 2 DOOR REPAIR		153844	25368	1060	6515			BUILDING REPAIR SERVICE	FIRE SERVICES	01000	06	
		143.75													
139109	3/3/2017		108967 DICK'S VALLEY SERVICE INC												
		321.70	TOW CHARGE 17000182		153881	177398	1052	6401			PROFESSIONAL SERVICES	INVESTIGATION SERVICES	01000	05	
		321.70													
139111	3/3/2017		109931 FACTORY MOTOR PARTS CO												
		527.42	2015 CHEV TAHOE BRAKES		153609	1-5177567	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		527.42													
139113	3/3/2017		100043 FARMINGTON INDEPENDENT TOWN PAGES												
		47.00	FD STATION 2 NEWSPAPER		153616	177840050 2017	1060	6460			SUBSCRIPTIONS & DUES	FIRE SERVICES	01000	06	
		47.00													
139114	3/3/2017		100022 FARMINGTON PRINTING INC												
		106.50	OFFICE SUPPLIES - PAPER		153731	11983	1010	6210			OFFICE SUPPLIES	ADMINISTRATION	01000	01	
		49.75	NAME PLATES		153992	11994	1010	6210			OFFICE SUPPLIES	ADMINISTRATION	01000	01	

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Council Check Summary

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2/1/2017 - 3/15/2017

[illegible]

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Council Check Summary

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2/1/2017 - 3/15/2017

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
139147	3/3/2017		102644 NORTHERN SAFETY TECHNOLOGY												
		104.40	ION LED LIGHTS FOR VAN		153690	43075	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		85.20	ANTENNAS FOR INV SQUADS		153691	43071	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		515.62	LIGHTS FOR INV SQUAD		153692	43057	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		17.40	SWITCH FOR INV SQUAD		153693	43104	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		386.54	OPTICOMS INV SQUADS		153739	43110	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		63.26	MIC HOLDERS INV VEHICLES		153741	43127	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		1,172.42													
139148	3/3/2017		113031 NRG RELIABILITY SOLUTIONS LLC												
		1,306.68	JAN'17 ELEC POLICE DEPT		153728	3346-1702 REVISED	1050	6422			ELECTRIC	POLICE ADMINISTRATION	01000	05	
		62.82	CMF ELEC JAN'17		153926	3347-1702 REVISED	1072	6422			ELECTRIC	STREET MAINTENANCE	01000	08	
		125.66	CMF ELEC JAN'17		153926	3347-1702 REVISED	1090	6422			ELECTRIC	PARK MAINTENANCE	01000	09	
		1,495.16													
139150	3/3/2017		100093 PELLICCI HARDWARE & RENTAL												
		1.00	DRILL BIT		154033	K06640	1015	6240			BUILDING SUPPLIES & PARTS	CITY HALL	01000	01	
		.47	DRILL BIT		154033	K06640	1050	6250			OTHER SUPPLIES & PARTS	POLICE ADMINISTRATION	01000	05	
		47.58	GUN CLEANER SUPPLIES		153743	K06491	1051	6250			OTHER SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		1.18	DRILL BIT		154033	K06640	1060	6240			BUILDING SUPPLIES & PARTS	FIRE SERVICES	01000	06	
		29.99	FD-SAWZALL BLADES		154004	6671	1060	6220			EQUIP SUPPLIES & PARTS	FIRE SERVICES	01000	06	
		54.97	BATTERIES & BOLTS		153915	K06565	1072	6250			OTHER SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		233.94	COLD PATCH		153920	52019	1072	6253			STREET MATERIALS	STREET MAINTENANCE	01000	08	
		.17	DRILL BIT		154033	K06640	1072	6240			BUILDING SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		.13	DOOR REPAIR - NUTS/BOLTS/ NAIL		153824	K06449	1072	6515			BUILDING REPAIR SERVICE	STREET MAINTENANCE	01000	08	
		12.49	NUTS/BOLTS/BATTERIES		154059	6673	1072	6250			OTHER SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		14.97	SOLDER ROD/BRAZE ROD		153704	K06454	1072	6250			OTHER SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		12.98	MISC TRIMMING EQUIP		153640	K06460	1076	6220			EQUIP SUPPLIES & PARTS	NATURAL RESOURCES	01000	07	
		8.79	DRILL BIT		154066	K06724	1090	6220			EQUIP SUPPLIES & PARTS	PARK MAINTENANCE	01000	09	
		.13	DOOR REPAIR - NUTS/BOLTS/ NAIL		153824	K06449	1090	6515			BUILDING REPAIR SERVICE	PARK MAINTENANCE	01000	09	
		4.99	MAGNETIC LINER		153895	K06481	1090	6230			VEHICLE SUPPLIES & PARTS	PARK MAINTENANCE	01000	09	
		.52	DRILL BIT		154033	K06640	1090	6240			BUILDING SUPPLIES & PARTS	PARK MAINTENANCE	01000	09	
		35.59	GLOVES AND SUPPLIES		154032	K06650	1090	6250			OTHER SUPPLIES & PARTS	PARK MAINTENANCE	01000	09	
		69.98	PAPER TOWEL HOLDER		153988	52692	1093	6220			EQUIP SUPPLIES & PARTS	SENIOR CITIZEN SERVICES	01000	09	
		.24	DRILL BIT		154033	K06640	1093	6240			BUILDING SUPPLIES & PARTS	SENIOR CITIZEN SERVICES	01000	09	
		530.11													
139151	3/3/2017		113797 PERFORMANCE PLUS LLC												
		155.00	FD ANNUAL PHYSICAL EXAM		153897	4551 LF	1060	6401			PROFESSIONAL SERVICES	FIRE SERVICES	01000	06	
		155.00													
139153	3/3/2017		100377 PREMIER LIGHTING, INC												
		4,360.02	WALL PACK LIGHTS		153987	38175	1015	6515			BUILDING REPAIR SERVICE	CITY HALL	01000	01	
		4,360.02													

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Council Check Summary

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2/1/2017 - 3/15/2017

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
139160	3/3/2017		110700 RESCUEPAX												
		1,050.00	FD-ICE RESCUE INSTRUCTOR FEES		153930	246	1060	6470			TRAINING & SUBSISTANCE	FIRE SERVICES	01000	06	
		1,050.00													
139161	3/3/2017		112561 RICOH USA, INC												
		963.43	COPIER LEASES MAR-APR'17		154008	98372890	1010	6555			RENTAL OF EQUIPMENT	ADMINISTRATION	01000	01	
		963.43													
139162	3/3/2017		112632 RICOH USA, INC												
		16.49	COPIER MAINTENANCE JAN-FEB'17		153936	5047156065	1010	6505			EQUIPMENT REPAIR SERVICE	ADMINISTRATION	01000	01	
		16.49													
139164	3/3/2017		106877 ROSEMOUNT PARK & RECREATION												
		739.81	DADDY DAUGHTER DANCE		153989	20170211	1095	6570			PROGRAMMING EXPENSE	RECREATION PROGRAM SERVICE	01000	09	
		739.81													
139165	3/3/2017		110360 SCHMITZ, JAMES												
		128.45	FAO FOOD		153937	20170223 - SCHMITZ	1060	6470			TRAINING & SUBSISTANCE	FIRE SERVICES	01000	06	
		128.45													
139170	3/3/2017		112422 STANTEC CONSULTING SERVICES INC												
		320.00	BRIDGE SAFETY INSPECTION		153913	1159077	1070	6401			PROFESSIONAL SERVICES	ENGINEERING SERVICES	01000	07	
		320.00													
139172	3/3/2017		109576 TARPS INC												
		296.90	FD-NEW ENGINE 2 HOSE TARP		153843	6725	1060	6230			VEHICLE SUPPLIES & PARTS	FIRE SERVICES	01000	06	
		296.90													
139175	3/3/2017		100336 TOM'S MOBILE LOCK SERVICE												
		187.50	LOCK REPAIR		154034	20170204	1090	6515			BUILDING REPAIR SERVICE	PARK MAINTENANCE	01000	09	
		187.50													
139176	3/3/2017		110099 TOTAL ENTERTAINMENT PRODUCTIONS												
		350.00	RRC ENTERTAIN EARTH AND ARBOR		154084	3468	1095	6401			PROFESSIONAL SERVICES	RECREATION PROGRAM SERVICE	01000	09	
		350.00													
139178	3/3/2017		112567 ULTIMATE SAFETY CONCEPTS, INC												
		40.00	FD-SCBA REPAIRS		153842	170210	1060	6220			EQUIP SUPPLIES & PARTS	FIRE SERVICES	01000	06	
		40.00													
139183	3/3/2017		115493 YAHOO!												
		126.60	SUBPOENA FEES		153744	20170206 - MURPHY	1052	6401			PROFESSIONAL SERVICES	INVESTIGATION SERVICES	01000	05	
		126.60													
139185	3/3/2017		113546 TREASURE ENTERPRISE, INC												
		1,865.01	CITY HALL MONTH CLEAN FEB'17		154074	665	1015	6401			PROFESSIONAL SERVICES	CITY HALL	01000	01	
		10.63	CMF MONTHLY CLEAN SERV FEB'17		154074	665	1072	6401			PROFESSIONAL SERVICES	STREET MAINTENANCE	01000	08	
		14.17	CMF MONTHLY CLEAN SERV FEB'17		154074	665	1090	6401			PROFESSIONAL SERVICES	PARK MAINTENANCE	01000	09	

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

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2/1/2017 - 3/15/2017

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
		741.51	RRC MONTHLY CLEAN SERV FEB'17		154074	665	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		2,631.32													
20170202	2/17/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		454.51	JAN'17 GAS POLICE STATION		153312	0505974444 JAN'17	1050	6423			NATURAL GAS	POLICE ADMINISTRATION	01000	05	
		1,429.13	JAN'17 GAS FIRE STATION #1		153315	0506565319 JAN'17	1060	6423			NATURAL GAS	FIRE SERVICES	01000	06	
		1,023.17	JAN'17 GAS FIRE STATION #2		153316	0505001779 JAN'17	1060	6423			NATURAL GAS	FIRE SERVICES	01000	06	
		57.95	JAN'17 GAS CITY GARAGE		153321	0505547424 JAN'17	1072	6423			NATURAL GAS	STREET MAINTENANCE	01000	08	
		371.64	JAN'17 GAS MAINT FACILITY		153339	0502362190 JAN'17	1072	6423			NATURAL GAS	STREET MAINTENANCE	01000	08	
		578.09	JAN'17 GAS MAINT FACILITY		153339	0502362190 JAN'17	1090	6423			NATURAL GAS	PARK MAINTENANCE	01000	09	
		90.14	JAN'17 GAS CITY GARAGE		153321	0505547424 JAN'17	1090	6423			NATURAL GAS	PARK MAINTENANCE	01000	09	
		202.28	JAN'17 GAS 208TH ST WARM HOUSE		153322	0506537581 JAN'17	1090	6423			NATURAL GAS	PARK MAINTENANCE	01000	09	
		1,284.79	JAN'17 GAS RAMB RIVER CENTER		153341	0507948331 JAN'17	1093	6423			NATURAL GAS	SENIOR CITIZEN SERVICES	01000	09	
		70.94	JAN'17 GAS POOL		153356	0506104181 JAN'17	1097	6423			NATURAL GAS	SWIMMING POOL OPERATIONS	01000	09	
		5,562.64													
20170203	2/21/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		14.37	JAN'17 GAS POOL		153355	0504796591 JAN'17	1097	6423			NATURAL GAS	SWIMMING POOL OPERATIONS	01000	09	
		14.37													
20170204	2/22/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		2,275.12	JAN'17 GAS CITY HALL		153456	0505346885 JAN'17	1015	6423			NATURAL GAS	CITY HALL	01000	01	
		2,275.12													
20170205	2/3/2017		100085 DAKOTA ELECTRIC ASSOCIATION												
		5.00	DEC ELEC CIV DEF SIREN		152605	198227-1 DEC'16	1054	6422			ELECTRIC	EMERGENCY MGMT SERVICES	01000	05	
		5.00	DEC ELEC CIV DEF SIREN		152606	226095-8 DEC'16	1054	6422			ELECTRIC	EMERGENCY MGMT SERVICES	01000	05	
		523.01	11/22-12/21 ELEC FIRE STA 2		152616	397195-9	1060	6422			ELECTRIC	FIRE SERVICES	01000	06	
						NOV-DEC'16									
		31.71	11/22-12/21 ELEC TUNL LTS		152643	546832-7	1090	6422			ELECTRIC	PARK MAINTENANCE	01000	09	
						NOV-DEC'16									
		564.72													
20170206	2/24/2017		100085 DAKOTA ELECTRIC ASSOCIATION												
		581.38	JAN'17 ELEC FIRE DEPT ST #1		153121	167948-9 JAN'17	1060	6422			ELECTRIC	FIRE SERVICES	01000	06	
		41.29	JAN'17 ELEC PARK & REC ST LGT		153120	226047-9 JAN'17	1090	6422			ELECTRIC	PARK MAINTENANCE	01000	09	
		622.67													
20170207	2/2/2017		100394 XCEL ENERGY												
		8.08	DEC ELEC 4TH ST CIV DEF SIREN		152908	514874006-1 DEC'16	1054	6422			ELECTRIC	EMERGENCY MGMT SERVICES	01000	05	
		8.08													
20170208	2/3/2017		100394 XCEL ENERGY												
		5.24	DEC ELEC CITY GARAGE		152910	514874005-0	1072	6422			ELECTRIC	STREET MAINTENANCE	01000	08	
						NOV-DEC'16									
		8.74	DEC ELEC CITY GARAGE		152910	514874005-0	1090	6422			ELECTRIC	PARK MAINTENANCE	01000	09	

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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
						NOV-DEC'16									
		13.98													
20170209	2/10/2017		100394 XCEL ENERGY												
		2,748.33	JAN'17 ELEC ST LGTS, LFT STAT		153139	514874007-2 JAN'17	1015	6422			ELECTRIC	CITY HALL	01000	01	
		821.87	JAN'17 ELEC ST LGTS, LFT STAT		153139	514874007-2 JAN'17	1090	6422			ELECTRIC	PARK MAINTENANCE	01000	09	
		698.32	JAN'17 ELEC ST LGTS, LFT STAT		153139	514874007-2 JAN'17	1093	6422			ELECTRIC	SENIOR CITIZEN SERVICES	01000	09	
		51.16	JAN'17 ELEC ST LGTS, LFT STAT		153139	514874007-2 JAN'17	1097	6422			ELECTRIC	SWIMMING POOL OPERATIONS	01000	09	
		4,319.68													
20170210	2/21/2017		100394 XCEL ENERGY												
		906.87	JAN'17 ELEC WARMING HOUSE		153326	519027188-0 JAN'17	1090	6422			ELECTRIC	PARK MAINTENANCE	01000	09	
		906.87													
20170211	2/23/2017		100394 XCEL ENERGY												
		188.45	DEC'16 ELEC X-MAS LIGHTS		153327	514874005 DEC'16	1093	6422			ELECTRIC	SENIOR CITIZEN SERVICES	01000	09	
						XMAS LGT									
		10.54	CREDIT ON CHRISTMAS LIGHTS		154098	514874005 JAN'17	1093	6422			ELECTRIC	SENIOR CITIZEN SERVICES	01000	09	
						CR									
		177.91													
20170213	2/8/2017		113546 TREASURE ENTERPRISE, INC												
		1,865.01	JAN'17 CLEANING SERVICE		153252	659 JAN'17	1015	6401			PROFESSIONAL SERVICES	CITY HALL	01000	01	
		10.63	JAN'17 CLEANING SERVICE		153252	659 JAN'17	1072	6401			PROFESSIONAL SERVICES	STREET MAINTENANCE	01000	08	
		14.17	JAN'17 CLEANING SERVICE		153252	659 JAN'17	1090	6401			PROFESSIONAL SERVICES	PARK MAINTENANCE	01000	09	
		786.51	JAN'17 CLEANING SERVICE		153252	659 JAN'17	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		2,676.32													
20170215	2/17/2017		111046 VOYAGER FLEET SYSTEMS INC												
		2.24	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	1015	6272			FUEL	CITY HALL	01000	01	
						BLDG MNT									
		147.60	JAN'17 FUEL BLDG INSPECTIONS		153646	JAN'17 869088237	1031	6272			FUEL	BUILDING INSPECTIONS	01000	07	
						BLDG INS									
		1.34	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	1050	6272			FUEL	POLICE ADMINISTRATION	01000	05	
						BLDG MNT									
		2,864.02	JAN'17 FUEL POLICE		153639	869088237 POLICE	1051	6272			FUEL	PATROL SERVICES	01000	05	
		632.76	JAN'17 FUEL FIRE DEPT		153602	JAN'17 869088237	1060	6272			FUEL	FIRE SERVICES	01000	06	
						FIRE									
		21.91	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	1060	6272			FUEL	FIRE SERVICES	01000	06	
						BLDG MNT									
		36.13	JAN'17 FUEL ENGINEERING		153643	869088237 ENGIN	1070	6272			FUEL	ENGINEERING SERVICES	01000	07	
		273.16	JAN'17 FUEL STREETS		153601	869088237 ST/SNOW	1072	6272			FUEL	STREET MAINTENANCE	01000	08	
		.45	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	1072	6272			FUEL	STREET MAINTENANCE	01000	08	
						BLDG MNT									
		642.96	JAN'17 FUEL SNOW		153601	869088237 ST/SNOW	1073	6272			FUEL	SNOW REMOVAL SERVICES	01000	08	

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139175	3/3/2017		100336 TOM'S MOBILE LOCK SERVICE												
		104.00	LOCK REPAIR		154031	20170127	2502	6515			BUILDING REPAIR SERVICE	ICE ARENA OPERATIONS EXPE	02500	09	
		104.00													
20170202	2/17/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		1,820.66	JAN'17 GAS ARENA		153323	0502346011 JAN'17	2502	6423			NATURAL GAS	ICE ARENA OPERATIONS EXPE	02500	09	
		1,820.66													
20170209	2/10/2017		100394 XCEL ENERGY												
		5,578.00	JAN'17 ELEC ST LGTS, LFT STAT		153139	514874007-2 JAN'17	2502	6422			ELECTRIC	ICE ARENA OPERATIONS EXPE	02500	09	
		5,578.00													
20170215	2/17/2017		111046 VOYAGER FLEET SYSTEMS INC												
		4.47	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	2502	6272			FUEL	ICE ARENA OPERATIONS EXPE	02500	09	
			BLDG MNT												
		4.47													
02500	ICE ARENA														
20170212	2/1/2017		109509 US BANK												
		40,300.00	DEBT INTEREST PYMT		153020	344155	3091	7120			DEBT INTEREST	2013A GO IMP REFUNDING BO	03091	02	
		685,000.00	DEBT PRINCIPAL PYMT		153020	344155	3091	7110			DEBT PRINCIPAL	2013A GO IMP REFUNDING BO	03091	02	
		725,300.00													
03091	2013A GO IMP REFUNDING BONDS														
20170212	2/1/2017		109509 US BANK												
RECLASSIFIED INTEREST		4,556.25	DEBT INTEREST PYMT		153020	344155	3092	7120			DEBT INTEREST	2013B GO STREET RECONSTR	03092	02	
PAYMENT TO		9,887.50	DEBT INTEREST PYMT		153020	344155	3092	7120			DEBT INTEREST	2013B GO STREET RECONSTR	03092	02	
3095 - SEE BELOW		110,000.00	DEBT PRINCIPAL PYMT		153020	344155	3092	7110			DEBT PRINCIPAL	2013B GO STREET RECONSTR	03092	02	
		205,443.75													
03092	2013B GO STREET RECONSTR BONDS														
20170212	2/1/2017		109509 US BANK												
		41,600.00	DEBT INTEREST PYMT		153021	346845	3093	7120			DEBT INTEREST	2015A 195TH ST RECONSTR P	03093	02	
		200,000.00	DEBT PRINCIPAL PYMT		153021	346845	3093	7110			DEBT PRINCIPAL	2015A 195TH ST RECONSTR P	03093	02	
		241,600.00													
03093	2015A 195TH ST RECONSTR PROJ														
20170212	2/1/2017		109509 US BANK												
		4,560,000.00	DEBT PRINCIPAL PYMT		153020	344155	3095	7110			DEBT PRINCIPAL	2008 GO IMP BNDS	03095	02	

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		7,607.50	DEBT INTEREST PYMT		153020	344155	3300	7120			DEBT INTEREST	2010D ARENA EQUIPMENT CER	03300	02	
		535,000.00	DEBT PRINCIPAL PYMT		153020	344155	3300	7110			DEBT PRINCIPAL	2010D ARENA EQUIPMENT CER	03300	02	
		542,607.50													
03300	2010D ARENA EQUIPMENT CERTIF			542,607.50											
139150	3/3/2017		100093 PELLICCI HARDWARE & RENTAL												
		25.79	CABLE SUPPLIES		153935	K06715	4005	6960			FURNITURE & OFFICE E	CABLE/COMMUNICATIONS PROJ04000	01		
		25.79													
04000	CAPITAL ACQUISITION			25.79											
139112	3/3/2017		100188 FARMINGTON FIREFIGHTER'S RELIEF ASSN												
		1,275.00	2016 RELIEF ASSOC FITNESS PRG		154042	20170207	4302	6470			TRAINING & SUBSISTANCE	FIRE RELIEF	04300	06	
		3,745.00	REIMB FOR INSPECTOR CLASSES		154043	20170201 FD	4302	6470			TRAINING & SUBSISTANCE	FIRE RELIEF	04300	06	
		5,020.00													
04300	FIRE CAPITAL PROJECTS			5,020.00											
139136	3/3/2017		103904 METRO DINING CLUBS												
		1,400.00	METRO DINING CLUB CARDS		154085	998746	4502	6570			PROGRAMMING EXPENSE	RRC CAPITAL IMPROVEMENT F	04500	09	
		1,400.00													
04500	RECREATION CAPITAL PROJECTS			1,400.00											
139096	3/3/2017		113303 ARTISAN BEER COMPANY												
		276.70	BEER ORDER		153938	3159628	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		7.00	CREDIT FOR INVOICE 3147968		153939	373391 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		168.00	BEER ORDER		154014	3159721	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		126.00	BEER ORDER		154015	3161178	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		32.00	BEER ORDER		154016	3161081	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		329.00	BEER ORDER		154076	3161082	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		924.70													
139099	3/3/2017		100493 BELLBOY CORPORATION												
		634.85	LIQ. SPIRITS ORDER		153940	57725700	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		248.15	LIQ. SPIRITS ORDER		153977	57725600	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		90.81	BLOODY MARY MIXES		153978	95412800	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		973.81													
139100	3/3/2017		111280 BERNICK'S WINE												
		20.00	MP ORANGE		153941	344831	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		133.20	BEER ORDER		153942	345957	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	

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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
		581.60	BEER ORDER		153943	344832	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		734.80													
139101	3/3/2017		114472 BREAKTHRU BEVERAGE MN BEER, LLC												
		7,743.78	BEER ORDER		153944	1090675882	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		860.00	COORS LIGHT ORDER		153945	1090674838	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		7,666.25	BEER ORDER		154018	1090675881	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		16,270.03													
139102	3/3/2017		114471 BREAKTHRU BEVERAGE MN WINE & SPIRITS												
		36.66-	COURVOISIER COGNAC CREDIT		153946	2080161217 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		4,367.95	LIQ. SPIRITS ORDER		153947	1080598572	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		41.45	WINE ORDER		153948	1080598573	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,568.24	LIQ. SPIRITS ORDER		154017	1080598571	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		7,940.98													
139107	3/3/2017		100071 COLLEGE CITY BEVERAGE INC												
		53.40	BEER ORDER		153907	288874	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		29.85	GOOSE INDIA PALE ALE		153949	291764	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		6,672.05	BEER ORDER		153950	288190	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		7,906.45	BEER ORDER		153979	288188	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		13.98-	WOOSE 312 WHEAT CREDIT		153980	21-108 CR	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		14,647.77													
139119	3/3/2017		100027 GREAT LAKES COCA-COLA DISTRIBUTION, LLC												
		25.18-	POP CREDIT		153951	3640202368 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		312.56	POP ORDER		153952	3640202369	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		200.56	POP ORDER		153981	3640202370	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		487.94													
139122	3/3/2017		100074 HOHENSTEINS INC												
		845.00	BEER ORDER		153953	878327	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		213.00	BEER ORDER		153954	878017	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		566.40	BEER ORDER		153982	878328	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		447.80	BEER ORDER		154019	879596	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		466.80	BEER ORDER		154070	879597	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		2,539.00													
139125	3/3/2017		109846 J J TAYLOR DISTRIBUTING CO OF MN INC												
		2,004.25	BEER ORDER		153955	2619768	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,778.88	BEER ORDER		153983	2650833	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		3,783.13													
139127	3/3/2017		100033 JOHNSON BROTHERS LIQUOR CO												
		128.00-	JOSH CELLARS CABERNET CREDIT		153956	613979 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		105.20-	FRANZIA CHARDONNAY CREDIT		153957	613978 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	

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		29.13-	FRANZIA CHILLABLE RED CREDIT		153958	613980 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		252.81	APOTHIC ROSE ORDER		153959	5658736	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		93.76	NEW AMSTERDAM VODKA ORDER		153960	5658741	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		396.06	WINE ORDER		153961	5658742	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		21.99	B&J EXOTIC BERRY		153962	5658743	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		38.51	CUERVO MIX MARG		153963	5658740	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		383.60	WINE ORDER		153964	5658739	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		245.51	LIQ, SPIRITS ORDER		153965	5658738	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,078.97	LIQ, SPIRITS ORDER		153966	5658737	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		52.01	SVEDKA VODKA ORDER		153967	5658744	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		67.71	SIMPLY NAKED WINE ORDER		153968	5658745	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		156.53	WINE ORDER		153984	5658852	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		33.51-	FRANZIA MERLOT BOX CREDIT		153985	615705 CR	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		304.57	WINE ORDER		154020	5658851	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		335.56	LIQ, SPIRITS ORDER		154021	5658850	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		110.06	LIQ, SPIRITS ORDER		154022	5658849	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		252.81	APOTHIC ROSE ORDER		154023	5658735	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		.50	SVEDKA VODKA RASPBERRY		154024	5658853	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		29.07-	WOODBRIAGE WINE CREDIT		154071	614724 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		16.67-	VIN VAULT WINE CREDIT		154072	614723 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		72.01-	FISHEYE WINE CREDIT		154073	615654 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,377.37													
139135	3/3/2017		100527 METRO ALARM CONTRACTORS INC												
		170.00	PK LIQ STORE ALARM REPAIR		154068	62021	6115	6505			EQUIPMENT REPAIR SERVICE	PILOT KNOB LIQUOR	06100	02	
		170.00													
139137	3/3/2017		113415 MILLNER HERITAGE VINEYARD & WINERY												
		202.80	WINE ORDER		153969	1971	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		202.80													
139145	3/3/2017		107932 MOOD MEDIA												
		80.96	MOOD MEDIA SERV DT LIQ MAR'17		154067	53040241	6110	6401			PROFESSIONAL SERVICES	DOWNTOWN LIQUOR REV & EXP	06100	02	
		80.96	MOOD MEDIA SERV PK LIQ MAR'17		154067	53040241	6115	6401			PROFESSIONAL SERVICES	PILOT KNOB LIQUOR	06100	02	
		161.92													
139149	3/3/2017		100290 FAUSTIS & SONS WINE COMPANY												
		171.50	WINE ORDER		153970	8580828-IN	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		171.50													
139150	3/3/2017		100093 PELLICCI HARDWARE & RENTAL												
		13.92	FLOOR CLEANER		153736	K06465	6115	6250			OTHER SUPPLIES & PARTS	PILOT KNOB LIQUOR	06100	02	
		13.92													
139152	3/3/2017		100034 PHILLIPS WINE AND SPIRITS INC												

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		74.01-	PHILLIPS VODKA RETURN		153906	258003 CR	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		1,020.99	LIQ, SPIRITS ORDER		153971	2122552	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		162.78	YELLOW TAIL WINE ORDER		153972	2122553	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		91.77	WINE ORDER		154025	2122604	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		253.52	LIQ, SPIRITS ORDER		154026	2122603	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		1,455.05													
139159	3/3/2017		114619 RED BULL DISTRIBUTION CO INC												
		359.50	RED BULL ORDER		153908	13545-608	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		359.50													
139163	3/3/2017		109722 RJM DISTRIBUTING INC												
		109.90	NORTH LAKE LIGHT ORDER		154027	IND012802	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		109.90													
139166	3/3/2017		107945 SCHWINESS LLC												
		9,793.55	PK LIQ STORE RENT - MAR'17		154012	2147	6115	6556			BUILDING RENTAL	PILOT KNOB LIQUOR	06100	02	
		9,793.55													
139167	3/3/2017		107018 SHAMROCK GROUP												
		30.00	ICE CUBES		153655	2088456	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		30.00													
139169	3/3/2017		112051 SOUTHERN GLAZER'S OF MN												
		2,190.43	WINE & LIQ ORDER		153974	1511047	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		2,166.46	LIQ, SPIRITS ORDER		154028	1513557	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		1,389.09	WINE & LIQ ORDER		154029	1511042	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		2,151.35	LIQ, SPIRITS ORDER		154077	1513562	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		7,897.33													
139180	3/3/2017		108808 VINOCOPIA												
		189.00	WINE ORDER		153975	0174108-IN	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		215.00	WINE & LIQ ORDER		154030	0174106-IN	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		404.00													
139182	3/3/2017		100334 WINE MERCHANTS												
		219.02	WINE ORDER		153976	7121239	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		219.02													
139184	3/3/2017		114472 BREAKTHRU BEVERAGE MN BEER, LLC												
		1,864.65	BEER ORDER		154097	1090673213	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,864.65													
20170202	2/17/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		386.25	JAN'17 GAS DT LIQ STORE		153317	0503154879 JAN'17	6110	6423			NATURAL GAS	DOWNTOWN LIQUOR REV & EXP	06100	02	
		812.38	JAN'17 GAS PK LIQ STORE		153357	0507026961 JAN'17	6115	6423			NATURAL GAS	PILOT KNOB LIQUOR	06100	02	
		1,198.63													

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<u>BU</u>	<u>Obj</u>	<u>Sub</u>	<u>Subledger</u>	<u>Account Description</u>	<u>BU Description</u>	<u>Co</u>	<u>Dept</u>	<u>Div</u>
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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
		.65	DOOR REPAIR - NUTS/BOLTS/ NAIL		153824	K06449	6302	6515			BUILDING REPAIR SERVICE	SOLID WASTE OPERATIONS	06300	08	
		23.98	SHOP SUPPLIES		153828	50853	6302	6250			OTHER SUPPLIES & PARTS	SOLID WASTE OPERATIONS	06300	08	
		71.76	GLOVES		153828	50853	6302	6290			UNIFORMS & CLOTHING	SOLID WASTE OPERATIONS	06300	08	
		.40	DRILL BIT		154033	K06640	6302	6240			BUILDING SUPPLIES & PARTS	SOLID WASTE OPERATIONS	06300	08	
		96.79													
139154	3/3/2017		115505 PROPOWER MANUFACTURING, INC.												
		1,025.00	HOOK TK FUEL TANK		154001	21834	6302	6230			VEHICLE SUPPLIES & PARTS	SOLID WASTE OPERATIONS	06300	08	
		1,025.00													
139158	3/3/2017		114582 RAMSEY-WASHINGTON RECYCLING & ENERGY												
		43,493.80	TIPPING FEES JAN'17		153928	RESFA-001011	6302	6401			PROFESSIONAL SERVICES	SOLID WASTE OPERATIONS	06300	08	
		43,493.80													
139185	3/3/2017		113546 TREASURE ENTERPRISE, INC												
		577.36	CMF MONTHLY CLEAN SERV FEB'17		154074	665	6302	6401			PROFESSIONAL SERVICES	SOLID WASTE OPERATIONS	06300	08	
		577.36													
20170202	2/17/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		154.53	JAN'17 GAS CITY GARAGE		153321	0505547424 JAN'17	6302	6423			NATURAL GAS	SOLID WASTE OPERATIONS	06300	08	
		991.02	JAN'17 GAS MAINT FACILITY		153339	0502362190 JAN'17	6302	6423			NATURAL GAS	SOLID WASTE OPERATIONS	06300	08	
		1,145.55													
20170208	2/3/2017		100394 XCEL ENERGY												
		12.23	DEC ELEC CITY GARAGE		152910	514874005-0	6302	6422			ELECTRIC	SOLID WASTE OPERATIONS	06300	08	
						NOV-DEC'16									
		12.23													
20170213	2/8/2017		113546 TREASURE ENTERPRISE, INC												
		577.36	JAN'17 CLEANING SERVICE		153252	659 JAN'17	6302	6401			PROFESSIONAL SERVICES	SOLID WASTE OPERATIONS	06300	08	
		577.36													
20170214	2/14/2017		113465 PAYMENTUS (CANADA) CORPORATION												
		79.38	JAN'17 PYMT PROC FEES		153618	US17010136	6302	6545			PYMT PROCESSING FEES	SOLID WASTE OPERATIONS	06300	08	
		79.38													
20170215	2/17/2017		111046 VOYAGER FLEET SYSTEMS INC												
		370.02	JAN'17 FUEL SOLID WASTE		153621	JAN'17 869088237	6302	6272			FUEL	SOLID WASTE OPERATIONS	06300	08	
						SLD WST									
		1.34	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	6302	6272			FUEL	SOLID WASTE OPERATIONS	06300	08	
						BLDG MNT									
		371.36													
06300	SOLID WASTE OPERATIONS														
						47,733.92									

139105 3/3/2017

100025 CINTAS CORP LOC 754

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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
		79.38	JAN'17 PYMT PROC FEES		153618	US17010136	6402	6545			PYMT PROCESSING FEES	STORM WATER UTILITY OPERA	06400	08	
		79.38													
20170215	2/17/2017		111046 VOYAGER FLEET SYSTEMS INC												
		177.52	JAN'17 FUEL STORM		153599	JAN'17 869088237	6402	6272			FUEL	STORM WATER UTILITY OPERA	06400	08	
			STORM												
		.89	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237	6402	6272			FUEL	STORM WATER UTILITY OPERA	06400	08	
			BLDG MNT												
		178.41													
06400	STORM WATER UTILITY														
139105	3/3/2017		100025 CINTAS CORP LOC 754												
		21.91	UNIFORMS		153888	754694436	6502	6290			UNIFORMS & CLOTHING	WATER UTILITY EXPENSE	06500	08	
		21.91	WEEKLY UNIFORM CLEANING SERVIC		154040	754697172	6502	6290			UNIFORMS & CLOTHING	WATER UTILITY EXPENSE	06500	08	
		43.82													
139115	3/3/2017		111431 FERGUSON WATERWORKS												
		36.34	2 LIME BOMBER JACKETS		153579	0229236	6502	6290			UNIFORMS & CLOTHING	WATER UTILITY EXPENSE	06500	08	
		36.34													
139118	3/3/2017		111631 FULL SERVICE BATTERY												
		109.75	UPS BATTERIES		153911	0014682	6502	6220			EQUIP SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		109.75													
139132	3/3/2017		114625 MASTER MECHANICAL, INC												
		132.12	CMF CO RAY VAC REPAIR		153571	47079	6502	6505			EQUIPMENT REPAIR SERVICE	WATER UTILITY EXPENSE	06500	08	
		132.12													
139134	3/3/2017		113442 METERING & TECHNOLOGY SOLUTIONS												
		574.44	2" METER		153917	8283	6502	6220			EQUIP SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		574.44													
139140	3/3/2017		102725 MINNESOTA DEPT OF HEALTH												
		11,012.00	WATER SUPPLY CONNECTION FEE		153922	1190008 JAN-MAR'17	6502	6560			CONTRACTUAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		11,012.00													
139141	3/3/2017		100375 MINNESOTA DEPT OF PUBLIC SAFETY												
		100.00	HAZARDOUS CHEMICAL STORAGE FEE		153921	1904000192016	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		100.00													
139142	3/3/2017		100030 MINNESOTA PIPE AND EQUIPMENT												
		837.66	HYDRANT REPAIR HWY 50/DUSHANE		153827	0373076	6502	6505			EQUIPMENT REPAIR SERVICE	WATER UTILITY EXPENSE	06500	08	
		837.66													
139146	3/3/2017		100070 MVTL- MINN VALLEY TESTING LABS												
		48.75	COLIFORM COLILERT BAC-T SAMPLE		153575	849476	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	

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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
		25.00	COLIFORM COLILERT BAC-T SAMPLE		153576	849477	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		37.50	COLIFORM COLILERT BAC-T SAMPLE		153826	850403	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		25.00	COLIFORM COLILERT BAC-T SAMPLE		153929	844428	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		136.25													
139148	3/3/2017		113031 NRG RELIABILITY SOLUTIONS LLC												
		1,780.15	CMF ELEC JAN'17		153926	3347-1702 REVISED	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		1,780.15													
139150	3/3/2017		100093 PELLICCI HARDWARE & RENTAL												
		9.27	DRILL BIT/PLASTIC ANCHORS		153703	K06458	6502	6250			OTHER SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		.43	DOOR REPAIR - NUTS/BOLTS/ NAIL		153824	K06449	6502	6515			BUILDING REPAIR SERVICE	WATER UTILITY EXPENSE	06500	08	
		29.74	FLOOR PAINT		153825	K06483	6502	6250			OTHER SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		5.99	PAINT ROLLERS		153916	K06558	6502	6250			OTHER SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		29.74	FLOOR PAINT		153919	K52470	6502	6250			OTHER SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		.41	DRILL BIT		154033	K06640	6502	6240			BUILDING SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		75.58													
139168	3/3/2017		103130 SOLBERG AGGREGATE CO												
		58.50	204TH/EAVES WAY WATER MAIN		153910	17173	6502	6250			OTHER SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		58.50													
139174	3/3/2017		112307 T-MOBILE												
		6.67	GPS		154002	823329497 FEB'17	6502	6220			EQUIP SUPPLIES & PARTS	WATER UTILITY EXPENSE	06500	08	
		6.67													
139179	3/3/2017		109418 VALLEY-RICH CO INC												
		4,556.70	1005 SPRUCE WATER MAIN REPAIR		153909	23803	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		4,556.70													
139185	3/3/2017		113546 TREASURE ENTERPRISE, INC												
		113.34	CMF MONTHLY CLEAN SERV FEB'17		154074	665	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		113.34													
20170201	2/14/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		91.15	JAN'17 GAS WELL HOUSE #5		153330	0507120636 JAN'17	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		91.15													
20170202	2/17/2017		108980 MINNESOTA ENERGY RESOURCES CORPORATION												
		225.35	JAN'17 GAS CITY GARAGE		153321	0505547424 JAN'17	6502	6423			NATURAL GAS	WATER UTILITY EXPENSE	06500	08	
		59.08	JAN'17 GAS WELL HOUSE #1		153328	0506788875 JAN'17	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		1,445.24	JAN'17 GAS MAINT FACILITY		153339	0502362190 JAN'17	6502	6423			NATURAL GAS	WATER UTILITY EXPENSE	06500	08	
		1,729.67													
20170205	2/3/2017		100085 DAKOTA ELECTRIC ASSOCIATION												
		28.01	DEC ELEC WTR TOWER #1		152885	131851-8 DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		1,035.85	DEC ELEC WELL #4		152886	131852-6 DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	

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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
		2,448.97	DEC ELEC WELL #6		152887	155015-1 NOV - DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		66.69	DEC ELEC WTR TOWER #2		152888	258709-5 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		1,127.18	DEC ELEC WELL #5		152889	278553-3 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		1,628.29	DEC ELEC WELL #7		152891	349073-7 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		2,096.88	DEC ELEC WELL #8		152892	419970-9 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		8,431.87													
20170208	2/3/2017		100394 XCEL ENERGY												
		1,068.48	DEC ELEC WELL #1		152910	514874005-0 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		1,192.05	DEC ELEC WELL #3		152910	514874005-0 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		129.32	DEC ELEC CITY GARAGE		152910	514874005-0 NOV-DEC'16	6502	6422			ELECTRIC	WATER UTILITY EXPENSE	06500	08	
		2,389.85													
20170213	2/8/2017		113546 TREASURE ENTERPRISE, INC												
		113.34	JAN'17 CLEANING SERVICE		153252	659 JAN'17	6502	6401			PROFESSIONAL SERVICES	WATER UTILITY EXPENSE	06500	08	
		113.34													
20170214	2/14/2017		113465 PAYMENTUS (CANADA) CORPORATION												
		79.36	JAN'17 PYMT PROC FEES		153618	US17010136	6502	6545			PYMT PROCESSING FEES	WATER UTILITY EXPENSE	06500	08	
		79.36													
20170215	2/17/2017		111046 VOYAGER FLEET SYSTEMS INC												
		232.83	JAN'17 FUEL WATER		153598	JAN'17 869088237 WATER	6502	6272			FUEL	WATER UTILITY EXPENSE	06500	08	
		49.19	JAN'17 FUEL BLDG MAINT		153651	JAN'17 869088237 BLDG MNT	6502	6272			FUEL	WATER UTILITY EXPENSE	06500	08	
		282.02													
06500	WATER UTILITY														
20170205	2/3/2017		100085 DAKOTA ELECTRIC ASSOCIATION												
		6,496.93	DEC ELEC STREET LIGHT		152884	103842-1 DEC'16	6602	6422			ELECTRIC	STREETLIGHT UTILITY EXPEN	06600	08	
		6,496.93													
20170206	2/24/2017		100085 DAKOTA ELECTRIC ASSOCIATION												
		19.95	JAN'17 ELEC MONUMENT ST LIGHTS		153132	409912-3 JAN'17	6602	6422			ELECTRIC	STREETLIGHT UTILITY EXPEN	06600	08	
		350.86	JAN'17 ELEC DENAMRK/SPRUCE LGT		153133	422247-7 JAN'17	6602	6422			ELECTRIC	STREETLIGHT UTILITY EXPEN	06600	08	

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Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
07000	EMPLOYEE EXPENSE FUND					46,589.60									
139173	3/3/2017		102071 THE GOODYEAR TIRE & RUBBER COMPANY												
		40.00-	TIRE CASING CREDIT		153574	124-1083501	7200	6232			VEHICLE TIRES	FLEET OPERATIONS	07200	08	
		619.41	TIRES		153708	124-1083548	7200	6232			VEHICLE TIRES	FLEET OPERATIONS	07200	08	
		579.41													
20170215	2/17/2017		111046 VOYAGER FLEET SYSTEMS INC												
		85.16	JAN'17 FUEL FLEET		153620	JAN'17 869088237 FLEET	7200	6272			FUEL	FLEET OPERATIONS	07200	08	
		85.16													
07200	FLEET OPERATIONS					664.57									
139104	3/3/2017		110511 CHARTER COMMUNICATIONS												
		423.27	ALARM LINES - FEB'17		154007	0001792 MAR'17	7400	6411			TELEPHONE	INFORMATION TECHNOLOGY	07400	04	
		423.27													
139155	3/3/2017		110760 PRO-TECH DESIGN SECURITY SOLUTIONS												
		546.44	CAMERA NETWORK, FIX DOME-UPSTA		153689	79101	7400	6960			FURNITURE & OFFICE E	INFORMATION TECHNOLOGY	07400	04	
		546.44													
07400	INFORMATION TECHNOLOGY					969.71									
139131	3/3/2017		100063 MACQUEEN EQUIPMENT, INC												
		1.15-			153925	P04192	9999	2415			MN SALES TAX DUE	CASH COMPANY	09999		
		1.15-													
09999	CASH COMPANY					1.15-									
Report Totals 17,119,395.05															



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Randy Distad, Parks and Recreation Director
SUBJECT: Playground Equipment Purchase and Installation Prairieview Park
DATE: March 20, 2017

INTRODUCTION

Staff solicited proposals from seven companies for the purchase of new playground equipment in Prairieview Park. The proposal also requested two separate quotes for the installation of the playground equipment so the city would not have to pay sales tax on the purchase of the playground equipment. A map showing the location of Prairieview Park is included in the meeting packet.

DISCUSSION

Previously the city council had approved in the 2017 Park Improvement Fund budget funding to replace the playground equipment in Prairieview Park. The project included:

- Removal of existing playground equipment (no cost for this service)
- Removal of existing concrete border (would be completed by city park maintenance staff)
- Purchase and installation of new playground equipment (estimated at \$60,000)
- Construction of concrete border around new playground equipment (estimated at \$10,000)

After closer inspection of the existing playground equipment it was found to be in good condition and will not be removed. Instead, new playground equipment will be installed adjacent to the existing playground equipment. As a result of this, staff was able to reduce the amount needed to replace the existing playground equipment from \$60,000.00 to \$40,000.00. \$40,000.00 was budgeted to include a separate play structure for 2-5 year old children and a separate play structure for 5-12 year old children. Installation cost of the playground equipment will also be covered by the \$40,000.00 budget. Construction of a new concrete border at an estimated cost of \$10,000 was not part of the playground equipment project and quotes for the concrete border will be solicited separately.

Staff mailed in January 2017, a request for proposals (RFP) to seven companies soliciting proposals for new playground equipment. Six of the seven companies submitted proposals to the city. One of the companies submitted two different options, so there were a total of seven different proposals. Exhibit A is attached showing a tabulation of the proposals submitted.

It is important to note that playground equipment is not standardized as each company has unique equipment so a comparison of one company's playground equipment against another is virtually impossible. Some play components are proprietary in nature and so cannot be matched by other companies. It is for this reason proposals were requested with an identified not to exceed amount of \$40,000, which was the revised budgeted amount. Companies then "compete" with one another to submit their best proposal to the city for the not to exceed amount. Because each company has unique playground equipment, each proposal has a unique look to it and the play components, while looking the same, may be built with different types of

materials. Each playground proposed functions differently from other playgrounds proposed. As a result it may also be priced differently.

The proposals are then ranked against pre-determined selection criteria that were developed before proposals were received. The selection criteria are identified in the RFP so companies that are solicited understand how proposals are compared against one another and how the winning proposal is selected. Sometime this process results in a proposal selected that is right at the budgeted amount and sometimes the proposal selected will come in lower than the budgeted amount. It just depends on which proposal best meets the selection criteria.

If specifications were written for only one specific type of playground equipment then other companies would not be able to compete in a bidding process because it wouldn't be able to match the specifications. This could be considered closed specifications, which could result in the specifications being challenged by other companies.

In addition, two quotes were submitted by contractors to install the playground equipment proposed.

At the March 8, 2017 meeting, the Park and Recreation Commission reviewed the seven different proposals submitted and selected playground equipment that is manufactured by Little Tikes Commercial and sold by a company called Northland Recreation, which is located in Woodbury, Minnesota. The cost to purchase the playground equipment is \$33,450.00, which includes shipping costs. The city currently has a few parks with Little Tikes Commercial playground equipment. Exhibit B shows the playground equipment being proposed to be purchased.

The installation cost is based on the lower of two quotes submitted by contractors, which are shown in Exhibit C. Installation of the playground equipment will be completed by a company called Recreation Services, Inc. at a cost of \$6,550.00. An agreement with Recreation Services, Inc. to install the playground equipment is attached. The city has worked with this contractor before and has been satisfied with their work.

The commission felt the purchase of the playground equipment submitted in the proposal by Northland Recreation best met the following selection criteria:

- submitted a cost estimate that did not exceed \$40,000
- the total number of play components that are received for the budget identified compared to other proposals
- innovation in design or theme as they are proposing an intergenerational swing
- wide variety of activities for all ages of children

The commission unanimously recommended to the city council to purchase the playground equipment from Northland Recreation shown in Exhibit B, and to have Recreation Services, Inc. install the playground equipment in Prairieview Park.

BUDGET IMPACT

The original budgeted amount for the purchase and installation of new playground equipment was \$60,000. The total proposed cost of the new playground equipment to be purchased and installed is \$40,000.00. The purchase and installation of the playground equipment will be paid from the Park Improvement Fund. There is currently \$234,418.26 in the fund balance. The fund balance will be reduced to \$194,418.26 after the purchase and installation of the playground equipment.

ACTION REQUESTED

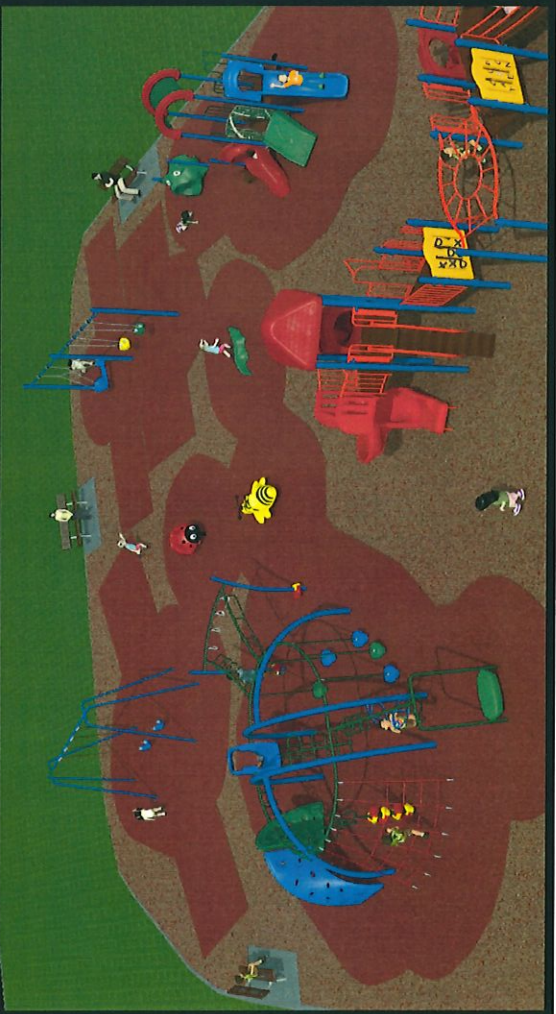
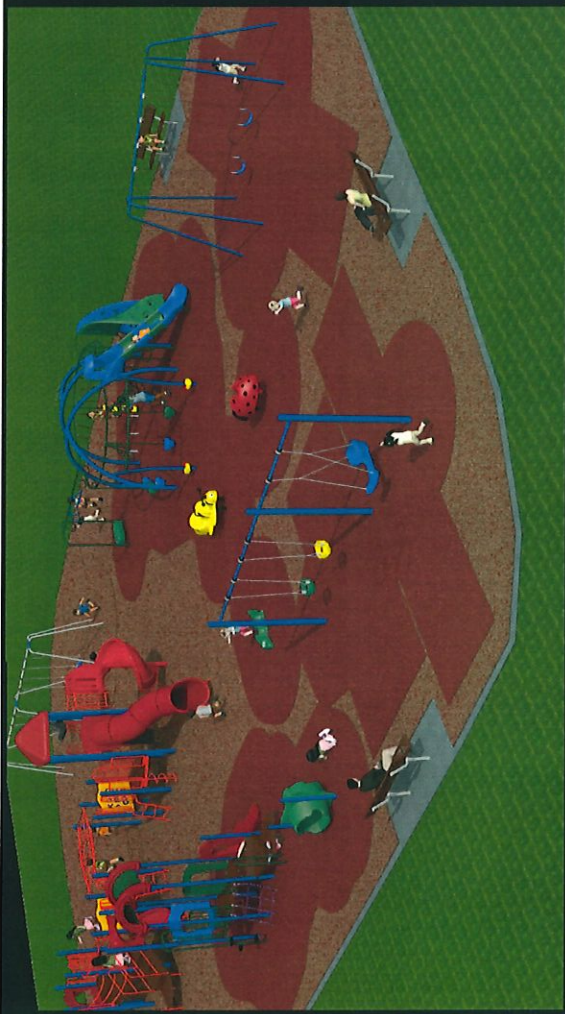
Approve the purchase of playground equipment for Prairieview Park from Northland Recreation at a cost of \$33,450.00 and approve the attached agreement with Recreation Services, Inc. for the installation of playground equipment at a cost of \$6,550.00.

ATTACHMENTS:

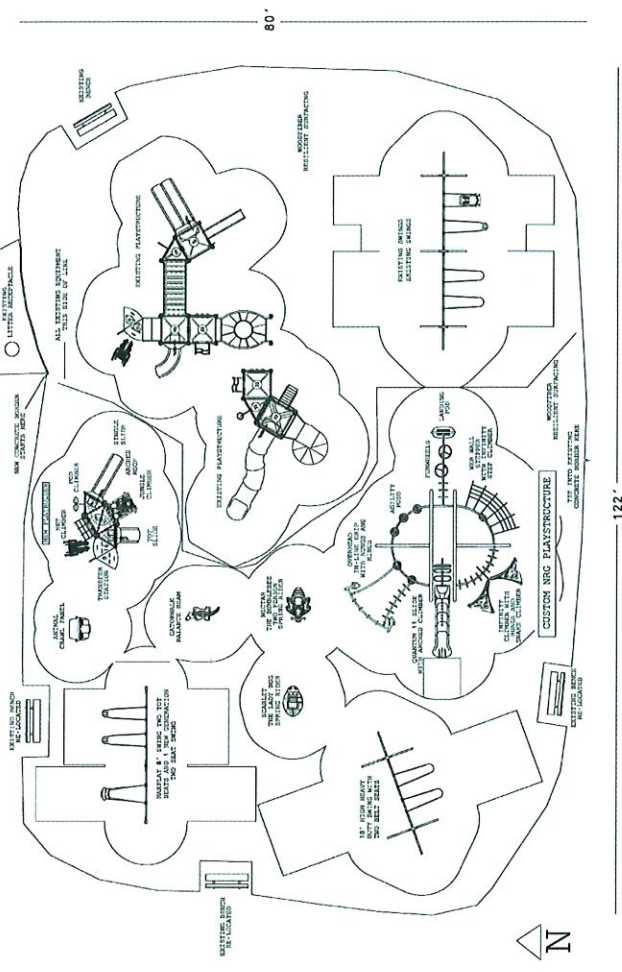
Type	Description
▣ Exhibit	Exhibit A Playground Equipment Tabulation
▣ Exhibit	Exhibit B Playground Equipment Proposal
▣ Exhibit	Exhibit C Playground Installation Tabulation
▣ Contract	Agreement Form
▣ Exhibit	Map Prairieview Park location

Exhibit A**2017 Prairieview Park Playground Equipment Tabulation**

Name of Vendor	Location of Company	Proposed Price (Including Installation Cost)
Flagship Recreation	St. Louis Park, MN	\$39,822.10
Northland Recreation	Woodbury, MN	\$40,000.00
MN/WI Playground Option #1	Golden Valley, MN	\$40,000.00
MN/WI Playground Option #2	Golden Valley, MN	\$40,000.00
Webber Recreational Design	Hastings, MN	\$40,000.00
St. Croix Recreation Company	Stillwater, MN	\$40,000.00
Midwest Playscapes	Chaska, MN	\$40,000.00



PRAIRIEVIEW PARK
CITY OF FARMINGTON



2-5 PLAYSTRUCTURE REQUIREMENTS

- 1 BALANCE EVENT - CATWALKER BALANCE BEAM
- 2 CLIMBING APPARATUS - JUNGLE CLIMBER, POD CLIMBER AND NET CLIMBER
- 3 SLIDES - TOT SLIDE AND SINGLE SLIDE
- 4 GROUNDS - LEVEL PLAY EVENTS - SCARLETT THE DOGBUG SPRING RIDER AND ANIMAL CRAWL PANEL
- 1 DECK AND ROOF - ARCHED ROOF AND 5 DECALS
- 1 SWING BAY WITH 2 BUCKET SEATS - 1 2 SWING BAYS WITH 2 BUCKET SEATS
- 1 NEW GENERATION 2 PERSON SWING

5-12 PLAYSTRUCTURE REQUIREMENTS

1. GROUND LEVEL EVENT - NECTAR THE BUMBLEBEE SPRING RIDER
2. SLIDES - 1 SLIDE (NRG STYLE STRUCTURE WITH NO DECKS)
3. UPPERCORR EVENT - 5 - RINGS, RUNGERS, RATLS AND FUNNELHEELS
1. BALANCE EVENT - 2 - WEB WALL STEPPER AND AGILITY PODS
2. PLYWOOD EVENT - 4 - DOUBLE INFINITY CLIMBER, INFINITY CLIMBER AND ROOF - NOT AVAILABLE ON NON DECK SYSTEMS
3. SLACK AND POVS - 4
4. DOUBLE INFINITY CLIMBER, INFINITY CLIMBER, INFINITY ARCH CLIMBER, 2 SLIDES
1. 10' 2 UNIT SWING - 10
2. UNIT SWING - 10
2. UNIT SWING - 10

Exhibit C

Prairieview Park Playground Equipment Installation Tabulation

Contractor Name	Quote Amount
Recreation Services, Inc.	\$6,550.00
Mulcare Contracting, Inc.	\$7,610.00

AGREEMENT

AGREEMENT made this _____ day of _____, 2017, between the **CITY OF FARMINGTON**, a Minnesota municipal corporation ("City"), and **RECREATION SERVICE, INC.**, a Minnesota corporation ("Contractor").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Contractor Proposal dated February 17, 2017, attached as Exhibit "A."
- C. Request for Proposal Prairieview Park Playground Equipment Specifications, attached as Exhibit "B".

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor in accordance with the bid.

4. SOFTWARE LICENSE. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

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

6. TIME OF PERFORMANCE. The Contractor shall complete its obligations on or before September 30, 2017.

7. PAYMENT.

a. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City shall pay the Contractor \$6,550.00. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor.

b. No final payment shall be made under this Contract until Contractor has satisfactorily established compliance with the provisions of Minn. Stat. Section 290.92. A certificate of the commissioner shall satisfy this requirement with respect to the Contractor or any subcontractor.

8. EXTRA SERVICES. No claim will be honored for compensation for extra services or beyond the scope of this Agreement or the not-to-exceed price for the services identified in the proposal without written submittal by the Contractor, and approval of an amendment by the City, with specific estimates of type, time, and maximum costs, prior to commencement of the work.

9. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. WORKER'S COMPENSATION. If Contractor does public work, the Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

11. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured by endorsement:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to

City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
Personal Injury, with Employment Exclusion deleted:	\$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
Property Damage:	\$2,000,000 each occurrence

12. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

13. RECORDS. Contractor shall maintain complete and accurate records of expenses involved in the performance of services.

14. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and

equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications. The Contractor further warrants to the City that all goods and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. This warranty is in addition to any manufacturer's standard warranty, and any warranty provided by law.

15. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

16. INDEMNITY. The Contractor agrees to defend, hold harmless, and indemnify the City, its officers, agents, and employees, for and against any and all claims, demands, actions, or causes of action, of whatever nature or character, arising from the Consultant's performance of work or services provided for herein. The Contractor shall take all reasonable precautions for the safety of all employees on the site and shall provide reasonable protection to prevent damage or loss to the property on the site or properties adjacent thereto and to work, materials and equipment under the Contractor's control.

17. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

18. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

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

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

21. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, the City shall be obligated to the Contractor for payment of amounts due and owing for materials provided or for services performed or furnished to the date and time of termination.

Dated: _____, 2017

CITY OF FARMINGTON

By: _____
Todd Larson, Mayor

By: _____
David McKnight, City Administrator

Dated: _____, 2017

CONTRACTOR:
RECREATION SERVICES, INC.

By: _____

Its: _____

Exhibit A



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

PRAIRIEVIEW PARK PLAYGROUND PROJECT EQUIPMENT INSTALLATION QUOTE #1 SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Playground Equipment Project. Your project quote should include the following itemized costs:

- Cost to install all playground equipment

The deadline to submit your playground equipment installation quote for Prairieview Park is Monday, February 20, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: RECREATION SERVICES

Contact Person: Will Skrobstad

Address: 4721 BAKER RD MKA, MN 55343

Work Phone Number: 612-508-3556

Email Address: recreationservices@aol.com

Date Quote Submitted: 2/17/17

Quote #1 Prairieview Park Playground Equipment Installation Amount:

\$ 6,550.⁰⁰



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

EXHIBIT B

FARMINGTON PARKS AND RECREATION DEPARTMENT

2017 PRAIRIEVIEW PARK PLAYGROUND PROJECT

REQUEST FOR PROPOSALS

JANUARY 13, 2017

INTRODUCTION

The Farmington Park and Recreation Department would like to invite you to submit a proposal for new playground equipment with separate structures for 2-5 year and 5-12 year old children to be purchased and installed in Prairieview Park. The park's address is 1100 12th Street, Farmington, MN. For your convenience there is a map enclosed indicating where the park is located in Farmington. Please feel free to visit the park site. Also enclosed is a master plan for the park that identifies the general location of where the playground equipment is currently located in the park.

There should be two separate proposals submitted. One proposal should include information and costs associated with the purchase of the proposed playground equipment for the park. The second proposal submitted should include at least two separate quotes for the installation of the playground equipment, in order to meet the requirements for allowing the city to be exempt from paying Minnesota sales tax on the playground equipment.

The deadline to submit your conceptual design plan proposal for playground equipment in Prairieview Park is **Monday February 20, 2017 no later than 10:00 a.m.** The proposed conceptual design plan may either be dropped off at the Parks and Recreation Department office located at 430 Third Street Farmington, Minnesota or may be mailed to the same address. An electronic plan may also be submitted but must be in a PDF format.

The Park and Recreation Commission (PRC) will be reviewing the conceptual design plan proposals that have been submitted at its March 8, 2017 meeting and will forward to the City Council at that time a recommendation about the vendor the city should purchase the playground equipment from and a recommendation about the contractor the city should hire to install the playground equipment.

It is required that this project be completed on or before August 31, 2017

Please direct questions about this project to Randy Distad, Farmington Parks and Recreation Director either by phone at 651-280-6851 or via email at rdistad@ci.farmington.mn.us

SPECIFICATIONS FOR PRAIRIEVIEW PARK PLAYGROUND EQUIPMENT

1. The cost for the combined purchase, shipping and installation of the playground equipment should not exceed \$40,000.00, with a desired split of \$25,000 for a play structure 5-12 year old children may use and \$15,000 for a play structure 2-5 year old children my use.
2. **In order to meet Minnesota Statute allowing the purchase of playground equipment to be exempt from Minnesota sales tax two separate proposals should be submitted. One proposal should show the playground equipment and the cost associated with purchasing it. A second proposal should show at least two quotes on the cost to install the playground equipment. In addition the vendor selected for the purchase of the playground will need to enter into purchasing agent contract with the City and complete Form ST3 Certificate of Exemption, which will be provided to the vendor selected after the selection process has been completed.**
3. Any playground equipment and installation proposals that are submitted over this amount will be rejected.
4. The quote amount for the purchase of the equipment and two quote amounts for the playground equipment to be installed should be included on the proposal submitted and should also be submitted on the Submittal of Quote Form below.
5. The city shall perform the site work in preparation for the installation of the playground equipment. There currently is existing playground equipment in the park that will remain. The new playground equipment should be integrated with the existing playground equipment.
6. The city shall be responsible for installing a concrete border around the new playground equipment. The City shall perform the construction of a new border to the dimensions indicated in the playground concept chosen by the City. Installation of the border will occur after the playground equipment has been installed.
7. The playground surfacing material will be purchased separately from the proposals submitted. The City shall be responsible for purchasing and immediately installing the surfacing material under and around the playground equipment after it has been installed. **Proposals may include a quote based on a cubic yard cost for wood fiber, but in no way does it bind the city to purchase the wood fiber from the vendor selected.**
8. The City is seeking proposals that are innovative or offer unique playground equipment to the city. Selection of the playground equipment will be based primarily on the most innovative and/or uniquely designed playground equipment. There is no preferred theme to follow. It is up to each vendor to submit the most innovative or unique equipment they sell.
9. **Number of years the playground equipment is covered under full warranty should be included with the proposal. At a minimum there should be a 20 year warranty on the playground equipment.**
10. Poles for the playground equipment should be at a minimum 3 ½ inches OD for the playground equipment proposal designed and submitted for 2-5 year old children and at a minimum 5 inches OD for the playground equipment proposal designed and submitted for 5-12 year old children.

11. Paint on all poles, arches, railings and climbers should be powder coated.
12. Dimensions for a concrete border around all playground equipment and swings should be shown on the concept plan.
13. Playground equipment should be constructed from recycled materials as much as possible. If there is recycled material used in the playground equipment, a percentage of recycled materials used in the construction of the playground equipment should be provided with the proposal submitted if possible.
14. The playground equipment proposal should show separate play structures for ages 2-5 year and 5-12 year old children.
15. There should be a stand-alone welcome and informational sign that should be included and installed with the playground equipment.
16. Components of the playground equipment for 2-5 year old children should meet the following minimum requirements:
 - There should be at least one play component that utilizes balance
 - There should be at least two climbing apparatus that either provide access to a deck or are stand alone structures
 - There should be a minimum of at least two slides
 - There should be at least a minimum of two ground level play components with at least one ground level play component being a spring rider and at least one ground level component being some type of play panel
 - At a minimum the playground equipment should have at least one deck with a roof
 - At least one bay of two swings at a height of 8 feet with bucket swing seats

The proposal submitted should call out the equipment that meets each of the requirements. It is acceptable if the equipment being proposed exceeds the above requirements.

17. If a traditional deck system play structure is being proposed, components of playground equipment for 5-12 year old children should contain at a minimum the following:
 - at least one ground level play components being a spring rider
 - at least three slides
 - at least one component that solely promote the use of upper body muscles.
 - at least two components that utilizes balance
 - at least one deck with a roof
 - at least three climbing apparatus that either provide access to a deck or are stand alone structures
 - at least one bay of two swings at a height of 10 feet with belt swing seats

The proposal submitted should call out the equipment that meets each of the requirements. It is acceptable if the equipment being proposed exceeds the above requirements.

18. **A non-traditional, non-deck stand-alone play structure may also be proposed since the existing traditional deck system play structure will remain.**

19. Selection of the playground equipment for this project will be based on the following criteria: most innovative and/or uniquely designed; most closely meets the specifications identified above; is able to submit a cost estimate to purchase and install the playground equipment that does not exceed \$40,000 for both play structures; the total number of play components that are received for the proposal submitted when compared to other proposals; and the warranty coverage time period.
20. The city reserves the right to reject any and/or all playground equipment proposals submitted.
21. The proposal submitted should include a submittal of one large drawing of the playground equipment that is proposed to be installed that is at least 24 x 36 inch (or as close as possible) colored plan.
22. 2 color copies of the proposal on an 8 ½ x 11 inch size paper should be submitted. On this handout, information should be included that reflects the overall total playground equipment border dimensions that allows all playground equipment and swings sets to fit inside, color scheme, number of play components, names of the play components and carrying capacity of the playground equipment.

23. Please do not submit any catalogs with your proposal.

24. A statement also must be made that the playground manufacturer is a current IPEMA member.
25. A statement must be made that the playground equipment complies with all current ASTM and CPSC guidelines and standards.
26. Insurance Requirements are as follows:
The vendor's insurance company will waive its right to assert the immunity of the City as a defense to any claims made under said insurance.

The vendor shall take out and maintain during the life of the contract, vendor's General Liability & Automobile Insurance, including vendor's Contingent or Protective Insurance to protect the vendor from damage claims arising for operations under this contract, which shall protect him or her and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death under this contract whether such operations by him or herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of the insured shall be as follows:

Worker's Compensation Insurance

Coverage B – Employer's liability with limits of not less than:

- \$100,000 Bodily injury by disease per employee
- \$500,000 Bodily injury by disease aggregate
- \$100,000 Bodily injury by accident

The vendor and his/her subcontractors, if any, must provide Worker's Compensation Insurance for all employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's liability. Evidence of subcontractor insurance shall be filed with the vendor.

Automobile Liability Insurance

1. Minimum limits of liability coverage for passenger vehicles such as car, van or pickup truck, unless it be being used to perform the service.

If vehicle is towing equipment or a commercial vehicle, and all other vehicles then liability limits shall be the same as required under #c. General Liability Insurance, below.

2. Required Coverages

The vendor and his/her subcontractors, if any, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles. Evidence of subcontractor insurance shall be filed with the vendor.

General Liability Insurance

Minimum limits of liability shall be as follows:

- \$2,000,000 Per Occurrence
- \$2,000,000 Annual Aggregate
- \$2,000,000 Annual Aggregate applying to Products/Completed Operations

Insurance coverages should include the following:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual
- City of Farmington listed as additional insured

The vendor shall maintain insurance to cover claims, which may arise from operations under a contract with the City, whether such operations are by vendor or subcontractor or by anyone directly or indirectly employed under this contract.

If vendor's work involves working with, or the potential release of, a hazardous substance, then the vendor shall be required to procure double the insurance policy limits of those above.

CONTRACT INSURANCE REQUIREMENTS - SUPPLEMENTAL

Should your proposal be selected and the City contract with your company, you will be required to submit a Certificate of Liability Insurance policy that will be in compliance with the specifications in the contract. An important requirement of the contract insurance is that the City be listed as "Additional Insured" by being added to your liability policy by endorsement. This endorsement must accompany the certificate and must be provided to the City prior to the Contractor beginning any work for the City. It may be mailed via regular U.S. mail to:

Mailing address:

Randy Distad
City of Farmington
430 Third Street
Farmington, MN 55024

or may be emailed to:

Email address:

rdistad@ci.farmington.mn.us



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

PRAIRIEVIEW PARK PLAYGROUND PROJECT EQUIPMENT AND MATERIALS QUOTE SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Playground Equipment Project. Your project quote should include the following itemized costs:

- Cost for all playground equipment, shipping and other materials

The deadline to submit your playground equipment conceptual design plan proposal for Prairieview Park is Monday, February 20, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Quote Submitted: _____

Prairieview Park Playground Project Equipment and Materials Total Quote Amount Including Shipping:

\$ _____



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

PRAIRIEVIEW PARK PLAYGROUND PROJECT EQUIPMENT INSTALLATION QUOTE #1 SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Playground Equipment Project. Your project quote should include the following itemized costs:

- Cost to install all playground equipment

The deadline to submit your playground equipment installation quote for Prairieview Park is Monday, February 20, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Quote Submitted: _____

Quote #1 Prairieview Park Playground Equipment Installation Amount:

\$ _____



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

PRAIRIEVIEW PARK PLAYGROUND PROJECT EQUIPMENT INSTALLATION QUOTE #2 SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Playground Equipment Project. Your project quote should include the following itemized costs:

- Cost to install all playground equipment

The deadline to submit your playground equipment installation quote for Prairieview Park is Monday, February 20, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Quote Submitted: _____

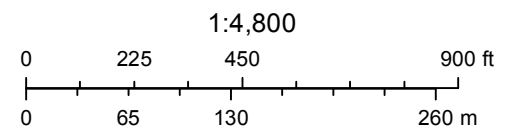
Quote #2 Prairieview Park Playground Equipment Installation Amount:

\$ _____

Prairieview Park Location



March 15, 2017



Property Information



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Randy Distad, Parks and Recreation Director
SUBJECT: Shelter Purchase and Installation in Prairieview Park
DATE: March 20, 2017

INTRODUCTION

Staff solicited proposals from seven vendors for the purchase and installation of a new shelter in Prairieview Park. Three proposals were submitted. The proposal also requested two separate quotes for the installation of the shelter so the city would not have to pay sales tax on the purchase of the shelter materials. A map is included showing the location of Prairieview Park.

DISCUSSION

The city council approved master plan for Prairieview Park shows the construction of a new shelter in the park. Attached as Exhibit A is the approved master plan. The approved 2017 Park Improvement Fund budget included an amount of \$35,000 to purchase and install a shelter in Prairieview Park.

In January 2017, a request for proposals was sent to seven vendors to solicit proposals for the purchase and installation of a new shelter. Three proposals were submitted. Exhibit B shows the tabulation of the three proposals received.

At the March 8, 2017 meeting, the Park and Recreation Commission reviewed the three proposals submitted and selected a Polygon Shelter that is manufactured by Porter Corporation and sold by a company called Northland Recreation, which is located in Woodbury, Minnesota. The cost to purchase the shelter materials is \$20,691.00, which includes shipping costs. The shelter being proposed to purchase and construct in Prairieview Park is the same shelter constructed in Lake Julia Park. Exhibit C is attached showing the shelter to be constructed.

The installation cost is based on the lower of two quotes submitted by contractors, which is also shown in Exhibit D. Installation of the shelter will be completed by a company called Recreation Services, Inc. at a cost of \$14,309.00. An agreement with Recreation Services, Inc. to construct the shelter is attached. The city has worked with this contractor before and has been satisfied with their work.

The Parks and Recreation Advisory Commission based their selection of the 30 foot square Polygon Shelter on it best meeting the selection criteria with the primary consideration given to the shelter having the largest roof diameter, the largest amount square foot of roof coverage, and had the lowest price per square foot cost of roof coverage.

BUDGET IMPACT

The estimated budgeted amount for the purchase and construction of a shelter was \$35,000. The proposed total cost of the materials and installation of the shelter is \$35,000. The purchase of materials and construction of the shelter will be paid from the Park Improvement Fund. The fund balance of the Park Improvement fund would be reduced to \$194,418.26 should the playground equipment purchase and

installation cost be approved previously by the city council. The fund balance would be further reduced to \$159,418.26 after the purchase and construction of the new shelter.

ACTION REQUESTED

Approve the purchase of the Poligon Shelter materials being proposed by Northland Recreation and approve the attached agreement form with Recreation Services for the construction of the shelter in Prairieview Park.

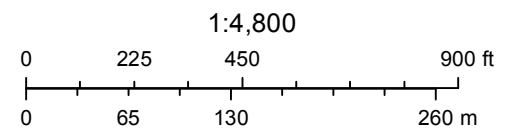
ATTACHMENTS:

Type	Description
▣ Exhibit	Map Praireview Park location
▣ Exhibit	Exhibit A Approved Master Plan
▣ Exhibit	Exhibit B Shelter Proposal Tabulation
▣ Exhibit	Exhibit C Proposed Shelter Design
▣ Exhibit	Exhibit D Shelter Installation Tabulation
▣ Contract	Agreement Form

Prairieview Park Location



March 15, 2017



Property Information

Exhibit A

Prairieview Park

City Council Approved Master Plan - September 28, 2009

PRAIRIEVIEW PARK OPPORTUNITIES

PARK AREA - 4 ACRES

EXISTING PARK AMENITIES

- BASEBALL FIELD 12-13 YEARS OLDS
- PLAYGROUND 2-12 YEAR OLDS
- BASKETBALL COURT - 40' LONG BY 25' WIDE
- 5' WIDE SIDEWALK ON NORTH SIDE OF PARK
- PARK ENTRANCE SIGN
- 2 WASTE RECEPTACLES
- 2 BENCHES
- 2 PICNIC TABLES

PROPOSED PARK IMPROVEMENTS

- CONSTRUCT PICNIC SHELTER - 40' LONG BY 25' WIDE WITH 6 PICNIC TABLES
- CONSTRUCT FULL SIZED BASKETBALL COURT - 84' LONG BY 50' WIDE
- EXPAND PLAYGROUND TO INCLUDE EQUIPMENT FOR 2-5 YEAR OLDS
- CONSTRUCT 10' WIDE WALKING TRAIL ON EAST, SOUTH AND WEST EDGES OF PARK TO COMPLETE LOOP
- INSTALL NEW ADDITIONAL PARK SIGN ON SOUTH EDGE OF PARK
- PLANT SHADE TREES
- INSTALL SECURITY LIGHT
- CONSTRUCT 2 BOCCEE BALL COURTS
- INSTALL ONE GRILL
- 10' WIDE TRAIL CONSTRUCTED ALONG TH 50 TO CONNECT PARK TO TH 3
- INSTALL ADDITIONAL WASTE RECEPTACLES

MAP KEY

- PARK BOUNDARY
- PAVED 10' TRAIL
- EXISTING TREES, TYPICAL
- PROPOSED TREES, TYPICAL
- BENCH



Farmington, Minnesota

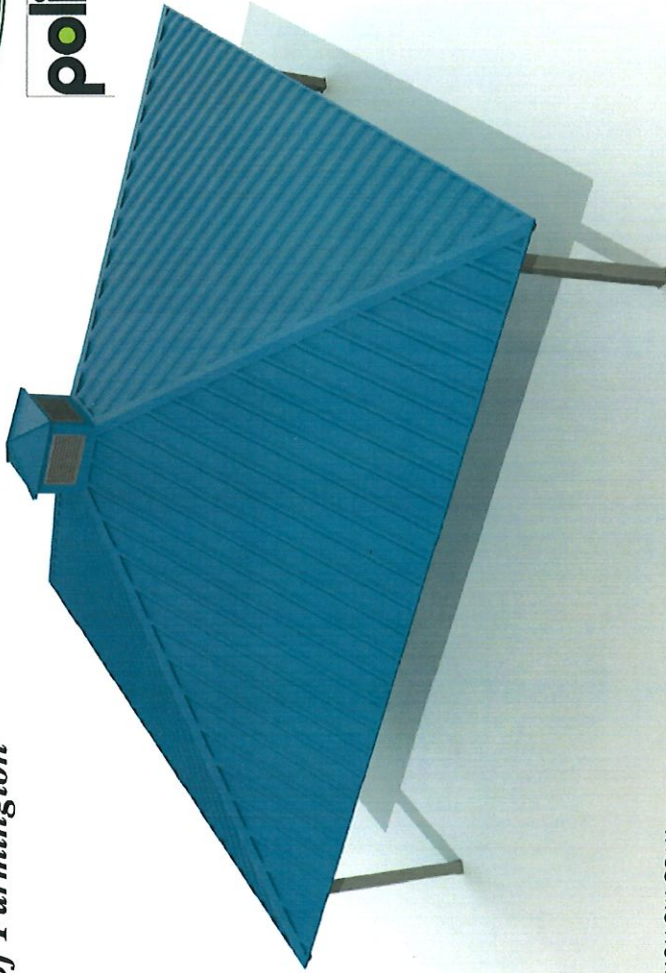
Exhibit B**Proposal Comparison Prairieview Park Shelter Project**

Name of Vendor	Type of Roof Material	Shelter Style	Powder Coat Paint	50 PSF Snow Load and 90 MPH Wind Load	Roof Widest Diameter	Square Feet Roof Coverage	Quote Submitted Including Installation is \$35,000 or under	Cost Per Square Foot Roof Coverage
Northland Recreation	24 gauge steel	square single tier roof with 8:12 roof pitch and cupola	Yes	Yes	30 foot	900	Yes (\$35,000)	\$38.88
St. Croix Recreation Fun Playgrounds, Inc.	24 gauge steel	square two tier roof with 8:12 roof pitch and cupola	Yes	Yes	26 foot	676	Yes (\$35,000)	\$51.77
Minnesota/Wisconsin Playground	24 gauge steel	square single tier roof with 8:12 roof pitch and cupola	Yes	Yes	24 foot	576	Yes (\$35,000)	\$60.76

Exhibit C

Prairieview Park

City of Farmington



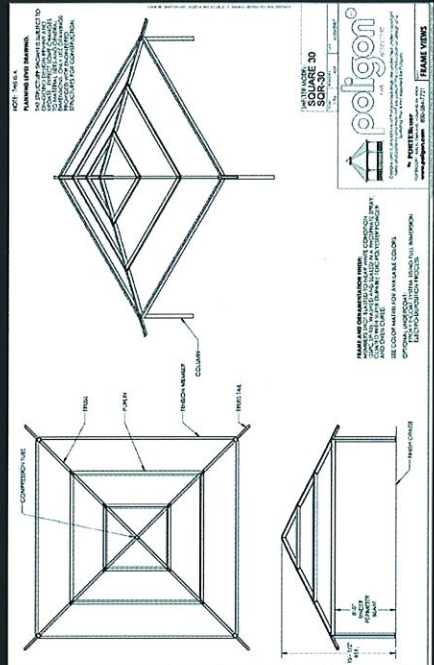
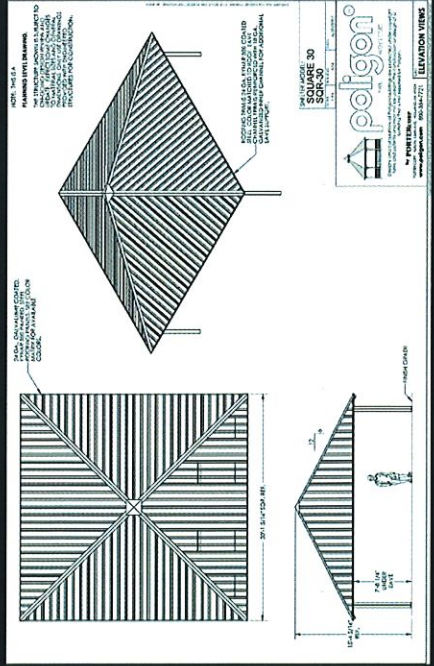
FRAME COLOR: FOX HOLLOW GRAY
ROOF COLOR: REGAL BLUE
COLORS SHOWN ARE FOR REFERENCE ONLY.
CONTACT INFO@POLYGON.COM TO REQUEST ACTUAL COLOR SAMPLES.

SQR-30

Example



Example



- Total SqFt 676
- From inside post to inside post dimensions
- Building Code 2015MNBC
- MN Stamped Engineered Drawings Upon Order
- Wind Speed 90mph
- Ground Snow Load 50lbs

Exhibit D Prairieview Park Shelter Installation Tabulation

Name of Vendor	Quote Amount
Recreation Services, Inc.	\$14,309
Mulcare Contracting, Inc.	\$15,250

AGREEMENT

AGREEMENT made this _____ day of _____, 2017, between the **CITY OF FARMINGTON**, a Minnesota municipal corporation ("City"), and **RECREATION SERVICE, INC.**, a Minnesota corporation ("Contractor").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Contractor Proposal dated February 17, 2017, attached as Exhibit "A."
- C. Request for Proposal Prairieview Park Shelter Project Specifications, attached as Exhibit "B".

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor in accordance with the bid.

4. SOFTWARE LICENSE. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

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

6. TIME OF PERFORMANCE. The Contractor shall complete its obligations on or before September 30, 2017.

7. PAYMENT.

a. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City shall pay the Contractor \$14,309.00. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor.

b. No final payment shall be made under this Contract until Contractor has satisfactorily established compliance with the provisions of Minn. Stat. Section 290.92. A certificate of the commissioner shall satisfy this requirement with respect to the Contractor or any subcontractor.

8. EXTRA SERVICES. No claim will be honored for compensation for extra services or beyond the scope of this Agreement or the not-to-exceed price for the services identified in the proposal without written submittal by the Contractor, and approval of an amendment by the City, with specific estimates of type, time, and maximum costs, prior to commencement of the work.

9. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. WORKER'S COMPENSATION. If Contractor does public work, the Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

11. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured by endorsement:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to

City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
Personal Injury, with Employment Exclusion deleted:	\$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
Property Damage:	\$2,000,000 each occurrence

12. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

13. RECORDS. Contractor shall maintain complete and accurate records of expenses involved in the performance of services.

14. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and

equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications. The Contractor further warrants to the City that all goods and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. This warranty is in addition to any manufacturer's standard warranty, and any warranty provided by law.

15. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

16. INDEMNITY. The Contractor agrees to defend, hold harmless, and indemnify the City, its officers, agents, and employees, for and against any and all claims, demands, actions, or causes of action, of whatever nature or character, arising from the Consultant's performance of work or services provided for herein. The Contractor shall take all reasonable precautions for the safety of all employees on the site and shall provide reasonable protection to prevent damage or loss to the property on the site or properties adjacent thereto and to work, materials and equipment under the Contractor's control.

17. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

18. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

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

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

21. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, the City shall be obligated to the Contractor for payment of amounts due and owing for materials provided or for services performed or furnished to the date and time of termination.

Dated: _____, 2017

CITY OF FARMINGTON

By: _____
Todd Larson, Mayor

By: _____
David McKnight, City Administrator

Dated: _____, 2017

CONTRACTOR:
RECREATION SERVICES, INC.

By: _____

Its: _____



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 • Fax 651.280.6899
www.ci.farmington.mn.us

Exhibit A

QUOTE #1 PRAIRIEVIEW PARK SHELTER AND CONCRETE INSTALLATION SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Shelter Project. Your project quote should include the following itemized costs:

- Cost for labor to install the shelter
- Cost of concrete material for footings and slab
- Labor to pour concrete footings

The deadline to submit your shelter and concrete installation quote for Prairieview Park is Monday, February 27, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: RECREATION SERVICES INC

Contact Person: Will SKRUGSTAD

Address: 4721 BAKER RD MTKA, MN 55343

Work Phone Number: 612-508-3556

Email Address: recservices@aol.com

Date Quote Submitted: 2/17/17

Quote #1 Prairieview Park Shelter and Concrete Installation Amount:

\$ 14,309.⁰⁰



City of Farmington

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Farmington, Minnesota

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EXHIBIT B

FARMINGTON PARKS AND RECREATION DEPARTMENT

2017 PRAIRIEVIEW PARK SHELTER PROJECT

REQUEST FOR PROPOSALS

JANUARY 20, 2017



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 • Fax 651.280.6899
www.ci.farmington.mn.us

INTRODUCTION

The Farmington Park and Recreation Department would like to invite you to submit a proposal for a new shelter to be constructed in Prairieview Park. The physical address for the park is 1100 12th Street, Farmington, MN 55024. For your convenience, there is a map enclosed indicating where this park is located in Farmington. Please feel free to visit the park site. Also enclosed is a master plan for the park that identifies the general location of where the shelter is to be constructed in the park.

The deadline to submit your conceptual design plan proposal for a shelter in Prairieview Park is Monday February 27, 2017 no later than 10:00 a.m. The proposed conceptual design plan may either be dropped off at the Parks and Recreation Department office located at 430 Third Street Farmington, Minnesota or may be mailed to the same address. An electronic plan may also be submitted but must be in a PDF format. The Park and Recreation Advisory Commission (PRAC) will be reviewing the conceptual design plan proposals that have been submitted at its March 8, 2017 meeting and will be forwarding a recommendation to the City Council for the purchase of the shelter at that time.

Please direct questions about this project to Randy Distad, Farmington Parks and Recreation Director either by phone at 651-280-6851 or via email at rdistad@ci.farmington.mn.us

SHELTER SPECIFICATIONS

The following minimum specifications must be met:

1. The current budget for the shelter is \$35,000.00. Any proposed conceptual design plan proposal that is submitted over this amount will be rejected.
2. The shelter should be either rectangular or square shaped.
3. The roof should have at a minimum an 8:12 pitch.
4. All columns and beams should have a powder coat paint finish prior to installation, which should be included in the estimated price submitted.
5. The roof should include a louver style cupola or similar (see attached photo) and the cupola roof should be the same pitch as the shelter roof proposed.
6. The shelter may have a one or two tier style roof.
7. The roof should be made of at least a 24 gauge painted galvanized steel panels.
8. Posts and beams should be steel with standard square column. The diameter of the posts should be in proportion to the building size contained in the proposal.
9. There should be one electrical knockout in each of the posts.
10. The shelter shall have at a minimum a snow load of 50 psf and a 90 mph wind load.
11. There should be at least a minimum of 8 feet head clearance from top of concrete slab to all support beams
12. **Footings:** The shelter columns shall be anchored to concrete footings that are at least 42 inches deep. **A footing detail must be shown on the drawings and the detail must show a depth of at**



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least 42 inches in order to meet the Minnesota Building Code requirement of the footings being below the frost line. The type of concrete and reinforcement of the concrete to be used for the footings should be identified on the drawings and should be based on the load the footings will carry.

13. **Concrete Slab Site and Base Preparation:** The following specification should be used when preparing the site for the pouring of the slab:
 - The site shall be prepared at the appropriate grade for the concrete floating slab. The top of the poured concrete slab forms should be three inches higher than the existing grade.
 - The base of the floating slab shall be excavated to a depth of 6 inches.
 - All material excavated shall be removed from the site.
 - Then 6 inches of class 5 aggregate base, 100% crushed limestone or recycled concrete (MN DOT 3138) should be placed on top of the excavated sub-grade area and compacted.
14. **Concrete Slab Pouring and Curing:** The following specifications should be used in when pouring the concrete slab:
 - The concrete slab is allowed to be floating.
 - The concrete slab shall be reinforced with rebar. Concrete reinforcing steel rebar shall conform to the Standard Specifications for Rebar for Concrete Reinforcement of ASTM A615/A615M: Deformed and plain carbon steel bars for concrete reinforcement. #4 rebar shall be placed in a 36 inch by 36 inch grid. The bottom of the grid shall be located vertically within the slab 2 inches from the bottom of the slab. A 2 inch clearance shall be maintained between the outside edge of the slab and any rebar.
 - The concrete mix shall be in accordance with MN/DOT Specification 2461. The mix design and classification shall be 3Y32A for sidewalk areas. The concrete mix used should be rated at a minimum of 4,000 PSI.
 - The concrete slab shall be at a thickness of four inches (4").
 - The concrete slab shall contain a slope of 1/8 inch drop for every 12 inches of run from center of slab to outside edge.
 - The foundation and forms shall be thoroughly wetted immediately prior to the placing of the concrete.
 - The concrete slab shall extend two feet out beyond the perimeter of the shelter roof drip line.
 - The concrete shall be placed, consolidated to fill all voids, struck off to the required grade and floated smooth. After the water sheen has disappeared, the surface should be lightly brushed to a uniform texture.
 - In order to deter vandalism to the newly poured concrete slab a member of the crew pouring the concrete slab should remain on site for at least four hours after the crew has finished with the concrete slab.
 - Within 24-48 hours of the concrete slab being poured all forms shall be pulled and removed from the site.
 - Within 48-72 hours, the concrete slab shall be scored every four feet across the full diameter of the slab.
 - The concrete slab should be scored completely around the concrete footings



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15. **Concrete Clean Up:** All excess concrete not used in the project that is contained in the concrete truck and is cleaned out of the concrete truck after the concrete has been poured cement shall be removed by the contractor. Under no circumstances should any excess concrete or material remaining in the chute be cleaned out from the truck onto any public or private property. All clean out concrete material should be disposed of in an environmentally safe manner. All forms and any other materials generated from the construction of this project shall be removed by the contractor. If the concrete clean up does not meet the satisfaction of City staff, 10% of the quote will be retained until the site has been satisfactorily cleaned up.
16. **Site Restoration:** Any turf areas that has been damaged during this project shall be repaired by the contractor. Any areas that have been destroyed, or areas where ruts or depressions have been created, will be restored to the same grade and condition as the surrounding park turf areas. After the concrete has adequately cured, the City will provide the restoration work along the edge of the concrete slab in order for the grade of the concrete slab to match with the existing grade of the turf areas.
17. **Underground Utility Locations:** The contractor installing the shelter will be required to place the Gopher One call for locating underground utilities.
18. A statement also must be made somewhere in your proposal that states the shelter construction documents submitted to the City will carry a Minnesota Professional Engineer stamp with a registration number and signature of a professional engineer.
19. Any other shelter materials and its construction not identified in the above specifications shall comply with all 2012 International Building Code requirements and 2015 Minnesota State Building Code Amendments.
20. Submit on the included Shelter Materials Quote Submittal Form your quote for the total cost of the shelter materials and shipping.
21. Submit on the included Shelter and Concrete Installation Quote Submittal Form two quotes for the cost of labor to construct the shelter and the concrete material and labor and for the footings and slab.
22. A Certificate of Insurance must be submitted to the City of Farmington in advance of the project being started. The Certificate of Insurance must list the City of Farmington as "Additional Insured". A minimum \$2,000,000 general aggregate and \$1,000,000 each occurrence in general liability insurance amounts is required. Worker's Compensation and Auto Insurance must also be included on the Certificate of Insurance.
23. The construction entrance to Prairieview Park is located on the south side of Hickory Street West. All equipment used by the contractor or subcontractor(s) should access the park site via Hickory Street into the park. Under no circumstances should any other entrances to the park be used.
24. **Selection Criteria:** Selection of the shelter for the park will be based on the following criteria:
 - most closely meets the specifications identified previously
 - is able to submit a quote within the identified budget of \$35,000
 - highest total square footage from inside post to inside post (please identify total square footage somewhere on the conceptual design plan proposal based on inside post to inside post)
 - innovation or uniqueness in design.



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-
25. The City reserves the right to reject any and/or all picnic shelter conceptual design plan proposals submitted.
26. **In order to meet Minnesota Statute allowing the purchase of the shelter to be exempt from Minnesota sales tax two separate proposals should be submitted. One proposal should show the shelter and the cost associated with purchasing it. A second proposal should show at least two quotes on the cost to install the shelter, the cost of concrete materials for the footings and slab and labor to pour the concrete footings and slab. In addition the vendor selected for the purchase of the shelter will need to enter into purchasing agent contract with the City and complete Form ST3 Certificate of Exemption, which will be provided to the vendor selected after the selection process has been completed.**

FORMAT FOR SUBMITTAL OF PROPOSAL

Proposals submitted should include the following information at a minimum so proposals may be comparatively reviewed:

- One (1) 24 x 36 inches (or as close as possible) colored, is preferred but black and white is acceptable, concept plan for the shelter that is being proposed to be constructed in Prairieview Park.
- Two (2) color copies of the concept plan on 8 ½ x 11 inch or 11 x 17 inch size paper. On this handout, the following information should be included: the dimensions of the shelter; total square footage; roof pitch; ceiling height; color choices for the roof and the frame; cupola detail and construction material.
- identify total square footage somewhere on the conceptual design plan proposal based on inside post to inside post dimensions
- A statement must be made somewhere stating the shelter's snow load and wind load amounts.
- A statement also must be made that states that the shelter construction documents submitted to the City will carry a Minnesota Professional Engineer stamp with a registration number and signature of a professional engineer.



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

PRAIRIEVIEW PARK SHELTER MATERIALS QUOTE SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Shelter Project. Your project quote should include the following itemized costs:

- Cost for all shelter materials and shipping

The deadline to submit your park shelter conceptual design plan proposal for Prairieview Park is Monday, February 27, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Quote Submitted: _____

Prairieview Park Shelter Materials and Shipping Total Quote Amount:

\$ _____



City of Farmington

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www.ci.farmington.mn.us

QUOTE #1 PRAIRIEVIEW PARK SHELTER AND CONCRETE INSTALLATION SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Shelter Project. Your project quote should include the following itemized costs:

- Cost for labor to install the shelter
- Cost of concrete material for footings and slab
- Labor to pour concrete footings

The deadline to submit your shelter and concrete installation quote for Prairieview Park is Monday, February 27, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Quote Submitted: _____

Quote #1 Prairieview Park Shelter and Concrete Installation Amount:

\$ _____



City of Farmington

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QUOTE #2 PRAIRIEVIEW PARK SHELTER AND CONCRETE INSTALLATION SUBMITTAL FORM

Submit your company's quote below for the Prairieview Park Shelter Project. Your project quote should include the following itemized costs:

- Cost for labor to install the shelter
- Cost of concrete material for footings and slab
- Labor to pour concrete footings

The deadline to submit your shelter and concrete installation quote for Prairieview Park is Monday, February 27, 2017 no later than 10:00 a.m.

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously.

Please provide in the space that follows, your company's information.

Name of Vendor Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Quote Submitted: _____

Quote #2 Prairieview Park Shelter and Concrete Installation Amount:

\$ _____



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Randy Distad, Parks and Recreation Director
SUBJECT: 2016 Park and Recreation Department Annual Report
DATE: March 20, 2017

INTRODUCTION

The Parks and Recreation Department staff members have collectively compiled an annual report that identifies department accomplishments in 2016. The annual report is attached for your review prior to the meeting.

DISCUSSION

The Parks and Recreation Department's Annual Report serves as an informative document that celebrates the department's work accomplishments in the past year. The annual report provides information about the projects, programs and ongoing routine tasks that were completed this past year. The annual report serves as a larger snapshot of who we are and what we do on an annual basis. As you review the annual report, it should become apparent that the department has incredibly talented and hard working staff members who accomplished great and important things for the city in 2016.

BUDGET IMPACT

NA

ACTION REQUESTED

No action is required. This item is for informational purposes only.

ATTACHMENTS:

Type	Description
□ Exhibit	2016 Park and Rec Annual Report

2016 ANNUAL REPORT



FARMINGTON PARKS AND
RECREATION DEPARTMENT

PARKS

Troy Hill Park

- Old playground equipment was removed, refurbished and sent to a third world country all at no cost to the city
- Playground site was regraded and filled to allow for an expanded playground area
- Separate play structures were installed for children ages 2-5 and ages 5-12
- New swings were installed
- New concrete border was installed around the play structures and swing sets that allows users to walk on
- New park benches were installed around the perimeter on the concrete border



FARMINGTON PARKS AND
RECREATION DEPARTMENT

PARKS

Tamarack Park Basketball Court Improvements

- Existing full court basketball court constructed in 2005 and no surface maintenance work since construction
- contractor hired to level and resurface the basketball court and paint new court lines



FARMINGTON PARKS AND
RECREATION DEPARTMENT

PARKS

North Creek Park

- Hockey boards replaced due to plastic boards becoming obsolete
- Partnership with FYHA through a \$3,517.46 donation provided to purchase lumber
- City purchased hardware and provided labor to remove existing plastic boards and install new wood boards



FARMINGTON PARKS AND
RECREATION DEPARTMENT

PARKS

24th Annual Arbor Day Celebration

- Partnered with fifth grade students from Meadowview Elementary School
- 80 students participated in a poster contest
- 10 trees planted in Jim Bell Park and Preserve



FARMINGTON PARKS AND
RECREATION DEPARTMENT

PARKS

Outdoor Rinks

- Warming houses were open 40 days out of a possible 69 days in 2016, which was open nine days less than in 2015
- Five pleasure rinks without warming houses were flooded at: Hill Dee Park, Farmington Elementary School, Meadowview Elementary School and Tamarack Park

	Rambling River Park	North Creek Park	Total	Avg. Skaters Per Day
2015	5,591	2,260	7,851	160
2016	3,134	2,053	5,187	130



FARMINGTON PARKS AND
RECREATION DEPARTMENT

TRAILS

Pavement Maintenance Program

Year	Trail Miles Fog and Crack Sealed
2015	6.0
2016	10.2

Fog sealing and crack sealing occurred primarily on the following southeast locations in the city:

- Prairie Waterway
- Bristol Square Development
- Executive Estates Development
- Tamarack Ridge Development.



FARMINGTON PARKS AND
RECREATION DEPARTMENT

FACILITY MAINTENANCE

Building Improvements

- Fire Station #1 concrete apron and driveway was removed and new concrete was poured
- Central Maintenance Facility men's and women's locker rooms were repaired due to water leaking behind the wall



FARMINGTON PARKS AND
RECREATION DEPARTMENT

OUTDOOR POOL

Open Swim and Other Programs/Events Attendance

- Open 63 of a possible 68 days due to either cool, wet or severe weather conditions

Attendance	2015	2016
Open Swim	7,652	7,372
Water Aerobics	46	74
Aqua Zumba (new)		17
Tween and Elementary(new) Events	282	242
Private Rentals Participants	771	504
Swim Bus Program	536	507
Swim Lessons	256	218



FARMINGTON PARKS AND
RECREATION DEPARTMENT

SCHMITZ - MAKI ARENA

Program and Events Attendance

Program/Event Name	2015	2016
Learn to Skate	216	329
Spring Skate Festival	104	107
Halloween Skate	131	150
Skate with Santa	202	225

Halloween Skate and Skate with Santa Event Donations

421 pounds of food and \$67.00 in cash were donated
to the Farmington Food Shelf



FARMINGTON PARKS AND
RECREATION DEPARTMENT

SCHMITZ - MAKI ARENA

Ice Rentals

Hours

GROUP NAME	2014	2015	2016
FYHA	710	664	692
HIGH SCHOOL	338	362	310
SENIOR MEN	19	27	31
SUMMER ICE	82	210	185
MISC.	48	52	67
TOTAL	1,197	1,315	1,285

Revenue

GROUP NAME	2014	2015	*2016
FYHA	\$147,778	\$139,065	\$148,618
HIGH SCHOOL	\$78,288	\$83,357	\$74,472
SENIOR MEN	\$2,945	\$4,146	\$4,815
SUMMER ICE	\$12,710	\$32,444	\$29,642
MISC.	\$7,550	\$8,624	\$10,890
TOTAL	\$249,271	\$267,636	\$268,437
* before audit			



FARMINGTON PARKS AND
RECREATION DEPARTMENT

SCHMITZ - MAKI ARENA

Improvements

- Turf agreement with Farmington Youth Lacrosse Association and turf was installed and used in April and May resulting in \$1,800 in revenue generated and 90 hours of rentals
- Electric Zamboni resurfacer put into operation in July as a result of a \$50,000 Mighty Ducks grant funding, \$10,000 contribution from Farmington Liquors, and funds that had been set aside in the Arena Capital Improvement Fund from an annual \$5,000 donation from FYHA and an annual \$20,000 transfer from the General Fund
- Sound system replaced with a donation from FYHA of \$7,500 to help cover the cost
- New chip card reader installed for Point of Sale system keeping the Arena PCI compliant

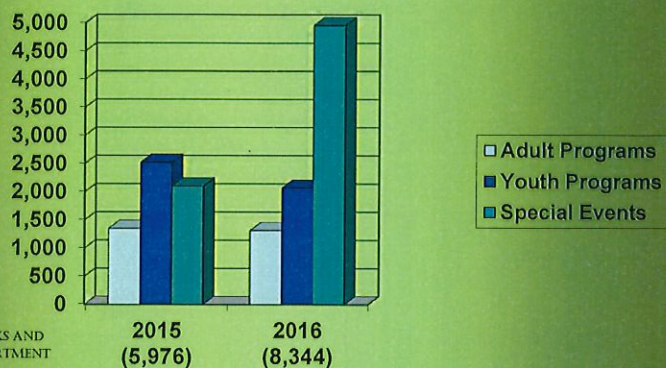


FARMINGTON PARKS AND
RECREATION DEPARTMENT

RECREATION

Events, Youth and Adult Program Participation

- 32 programs and events in sports, outdoor recreation and arts and crafts
- 135 classes offered in the 32 different programs



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RECREATION

Number of Volunteers

	2015	2016
Flag Football Coaches	52	53
Dew Run	17	20
Secret Holiday Shop	58	63
Pond & Park Cleanup	400	400
Total	527	536

Hours Volunteered

	2015	2016
Flag Football Coaches	936	954
Dew Run	51	60
Secret Holiday Shop	203	221
Pond & Park Cleanup	800	800
Total	1,990	2,035



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RECREATION

Puppet Wagon Project

- City staff built the wagon in-house with the help of Farmington School District staff member Heidi Revels and one of her students
- CEEF donated \$5,000 that was used to purchase new trailer, lumber, sound system and puppets
- The Puppet Wagon stops at 8 locations in Farmington and 1 location in Empire Township on 5 different dates during the summer
- A new format including music and mail along with a puppet show was implemented
- 787 people attended the Puppet Wagon shows



FARMINGTON PARKS AND
RECREATION DEPARTMENT

EVENTS

Music in the Park Series

- Concerts held on fourth Thursday in May, June, July, and August
- Concerts held in Rambling River Park with an estimated 565 people attending
- Sponsorships of \$100 by following businesses:
 - Farmington Liquor Store (\$200)
 - Chemquest (\$400)
 - Farmington Gymnastics Center
 - Express Coin Laundry (\$400)
 - Trinity Senior Campus
 - Dakota Electric Association
 - Park Dental
 - Dominos (\$200)



FARMINGTON PARKS AND
RECREATION DEPARTMENT

EVENTS

Movie in the Park

- Good Dinosaur was shown in July at Lake Julia Park with an approximate 325 people attending.
- A Sponge Out of Water was shown in September at Rambling River Park with an approximate 125 people attending

Sponsored by following businesses:

- Dominos \$300
- Family Vision Clinic \$300
- Farmington Youth Hockey Association \$600
- Subway \$300
- Falkowski Dentistry \$300
- VFW \$300
- Nesbit Agencies \$300
- Cosmopolitan Orthodontics \$300
- Midwest Dental \$300



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RAMBLING RIVER CENTER

Volunteers

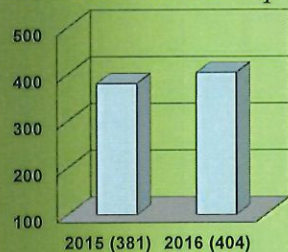
	2015	2016
Hours	5,944	8,573
Number of Volunteers	107	82
Average Hours/Volunteer	55.55	104.55



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RAMBLING RIVER CENTER

General Memberships



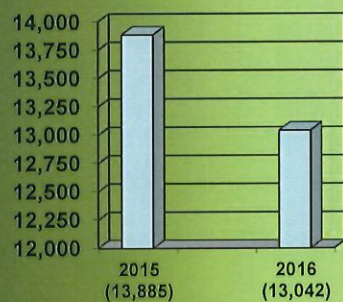
Jack and Bev McKnight Fitness Center Memberships



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RAMBLING RIVER CENTER

Programs, Classes and Events Total Participation Number



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RAMBLING RIVER CENTER

Improvements

- 150 new chairs for Banquet Room and 50 chairs for Empire Room were purchased with fundraising money and donations
- New chairs were purchased for the Nicolai Board Room and Harry and Louise Ross Room through generous donation received from the Rotary Club of Farmington and Farmington Lions Club
- New cabinets were purchased and installed in the front desk area through a donation received from the Rotary Club of Farmington organization



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RAMBLING RIVER CENTER

2016 Fundraising and Donations

- *Arts and Crafts Sale*
- *Kiss the Pig and Bike Auction at Dew Days*
- *Waffle Breakfast*
- *Jewelry Sale*
- *Farmington VFW Steak Fry*
- *Happy Harry's Furniture*
- *Rotary Club of Farmington*
- *Farmington Lion's Club*

Cash Donations and Fundraising Profits

\$21,965.00



FARMINGTON PARKS AND
RECREATION DEPARTMENT

RAMBLING RIVER CENTER

Advisory Board

- Seven member City Council appointed board whose purpose is to advise on Rambling River Center facility, programs and services
- Board members volunteer many hours of their personal time at the Rambling River Center assisting with operations, during seven fundraising events and at community events such as the Community Expo and Patriotic Night
- Worked with staff to purchase new chairs for the Banquet Room, Empire Room, Harry and Louise Ross Room, Nicolai Board Room and front desk area
- Worked with staff and City Council to combine Jack and Bev McKnight Fitness Room membership and the regular Rambling River Center membership into one overall membership as part of the 2017 fees structure for the Rambling River Center



2016 Advisory Board members included clockwise starting back row left: Chair Fred Schmidtke, Vice-Chair Blanche Reichert, Marilyn Briesacher, Marjorie Koski, Sarah Miller, Kay Bennett and Roger Wood



FARMINGTON PARKS AND
RECREATION DEPARTMENT

PARK & RECREATION COMMISSION

- Five member advisory board appointed by the City Council whose role is to advise Council on issues related to parks, trails, recreational facilities and recreational programs. Accomplishments in 2016 included:
 - worked with City Council on the selection of playground improvements in Troy Hill Park
 - A member served on the Recreational Facilities Task Force
 - Worked with staff on a Recreational Facilities Referendum including an informational brochure that was mailed to residents
 - Met with Empire Township's Park and Recreation Commission to discuss projects and opportunities for possible partnerships
 - Worked with staff and the City Council on having a 2017 budget approved for Prairieview Park improvements



2016 Commission members left to right: John Moore, Vice-Chair Robert Carpentier, Mike Haley, Chair David McMillen and Dustin Johnson



FARMINGTON PARKS AND
RECREATION DEPARTMENT



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Accept the Resignation of City Councilmember Tim Pitcher and Declare a Vacancy
DATE: March 20, 2017

INTRODUCTION

City Councilmember Tim Pitcher submitted his resignation as a city councilmember effective March 9, 2017.

DISCUSSION

City Councilmember Tim Pitcher submitted his resignation effective March 9, 2017. Mr. Pitcher was elected in 2014 and his term runs through December 31, 2018.

The city's vacancy process is the default state law provision in Minnesota Statute 412.02, subdivision 2a. Since this term expires on December 31, 2018 and there is no regular scheduled city election in 2017 the city council process is to:

1. Declare a vacancy on the city council
2. Determine how and at what timeline to solicit letters of interest from qualified candidates

BUDGET IMPACT

NA

ACTION REQUESTED

Once the city council has had an opportunity to discuss this issue a motion should be made to declare a vacancy on the city council for the remaining term through December 31, 2018 and provide staff with direction on the process you would like to use to consider qualified candidates for the vacant city council seat.

ATTACHMENTS:

Type	Description
□ Backup Material	State Statute

412.02 MS 1945 [Repealed, 1949 c 119 s 110]

412.02 CITY ELECTIONS; OFFICERS, TERMS, VACANCIES, CITY EMPLOYEES.

Subdivision 1. **Officers elected.** The following officers shall be elected for the terms and in the years shown and in the cities described in the table.

Officer	Number of Years in Term	Year Elected	City Elected
Mayor	Two or four	Every two years except where four years is otherwise provided pursuant to statute	Every statutory city
Clerk	Four	Every four years in year when treasurer is not elected	Every statutory standard plan city in which there is no clerk-treasurer
Treasurer	Four	Every four years in year in which clerk is not elected	Every statutory standard plan city in which there is no clerk-treasurer
Clerk-Treasurer	Four	Every four years in year in which one council member is elected	Every statutory standard plan city where such office exists pursuant to subdivision 3
Three Council members	Four	Two every four years and one in alternative election	Every statutory standard plan city with a council of five
Four Council members	Four	Two each election	Every statutory optional plan city with a council of five
Five Council members	Four	Three every four years and two in alternative election	Every statutory standard plan city with a council of seven
Six Council members	Four	Three each election	Every statutory optional plan city with a council of seven

Subd. 1a. **City council; city employees.** Neither the mayor nor any city council member may be employed by the city. For purposes of this subdivision, "employed" refers to full-time permanent employment as defined by the city's employment policy.

Subd. 2. **Term.** Terms of elective officers shall commence on the first Monday in January following the election at which the officer is chosen. All officers chosen and qualified as such shall hold office until their successors qualify.

Subd. 2a. **Vacancy.** Except as otherwise provided in subdivision 2b, a vacancy in an office shall be filled by council appointment until an election is held as provided in this subdivision. In case of a tie vote in the council, the mayor shall make the appointment. If the vacancy occurs before the first day to file affidavits of candidacy for the next regular city election and more than two years remain in the unexpired term, a special election shall be held at or before the next regular city election and the appointed person shall serve until the qualification of a successor elected at a special election to fill the unexpired portion of the term. If the vacancy occurs on or after the first day to file affidavits of candidacy for the regular city election or when less than two years remain in the unexpired term, there need not be a special election to fill the

vacancy and the appointed person shall serve until the qualification of a successor. The council must specify by ordinance under what circumstances it will hold a special election to fill a vacancy other than a special election held at the same time as the regular city election.

Subd. 2b. **Inability or refusal to serve.** A vacancy in the office of mayor or council member may be declared by the council when the officeholder is unable to serve in the office or attend council meetings for a 90-day period because of illness, or because of absence from or refusal to attend council meetings for a 90-day period. If any of the preceding conditions occurs, the council may, after it has by resolution declared a vacancy to exist, fill the vacancy at a regular or special council meeting for the remainder of the unexpired term, or until the person is again able to resume duties and attend council meetings, whichever is earlier. When the person is again able to resume duties and attend council meetings, the council shall by resolution remove the temporary officeholder and restore the original officeholder.

Subd. 3. **Clerk, treasurer combined; audit standards.** (a) In cities operating under the standard plan of government the council may by ordinance adopted at least 60 days before the next regular city election combine the offices of clerk and treasurer in the office of clerk-treasurer, but such an ordinance shall not be effective until the expiration of the term of the incumbent treasurer or when an earlier vacancy occurs. After the effective date of the ordinance, the duties of the treasurer and deputy treasurer as prescribed by this chapter shall be performed by the clerk-treasurer or a duly appointed deputy. The offices of clerk and treasurer may be reestablished by ordinance.

(b) If the offices of clerk and treasurer are combined as provided by this section and the city's annual revenue for all governmental and enterprise funds combined is more than the amount in paragraph (c), the council shall provide for an annual audit of the city's financial affairs by the state auditor or a public accountant in accordance with minimum auditing procedures prescribed by the state auditor. If the offices of clerk and treasurer are combined and the city's annual revenue for all governmental and enterprise funds combined is the amount in paragraph (c), or less, the council shall provide for an audit of the city's financial affairs by the state auditor or a public accountant in accordance with minimum audit procedures prescribed by the state auditor at least once every five years, which audit shall be for a one-year period to be determined at random by the person conducting the audit.

(c) For the purposes of paragraph (b), the amount in 2004 is \$150,000, and in 2005 and after, \$150,000 adjusted for inflation using the annual implicit price deflator for state and local expenditures as published by the United States Department of Commerce.

Subd. 4. [Repealed, 1973 c 34 s 7]

Subd. 5. [Repealed, 1983 c 359 s 151]

Subd. 6. **Council increased or reduced.** The council may by ordinance adopted at least 60 days before the next regular city election submit to the voters of the city the question of whether the city council should be increased or reduced to seven or five members. The ordinance shall include a schedule of elections and terms to accomplish the change. The proposal shall be voted on at the next city general election and, if approved by a majority of those voting on the question, go into effect in accordance with the schedule.

History: 1959 c 675 art 6 s 30; 1961 c 230 s 1; 1963 c 799 s 5; 1963 c 811 s 1; 1965 c 417 s 1-4; 1967 c 289 s 2; 1973 c 34 s 1; 1973 c 123 art 2 s 1 subd 2; art 2 s 2; 1973 c 492 s 7; 1974 c 337 s 5; 1976 c 2 s 131; 1976 c 44 s 21; 1981 c 172 s 3,4; 1983 c 359 s 62; 1986 c 444; 1989 c 30 s 1,2; 1995 c 27 s 2; 1996 c 422 s 2,3; 1999 c 75 s 2; 1999 c 132 s 43; 2004 c 281 s 2; 2010 c 206 s 2