



Inver Grove Heights City Council
Monday, November 14, 2022 at 6:00 PM
8150 Barbara Avenue, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, November 14, 2022, will be provided to the Council at or before the November 14, 2022 meeting.

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.** Approval of Disbursements
- B.** Personnel Actions
- C.** Final Compensation Change Order, Final Pay Voucher, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2022-09B – Seal Coat
- D.** Final Compensating Change Order, Final Pay Voucher, Engineers Report of Acceptance and Resolution Accepting Work for City Project 2020-06 Good Samaritan Pond (1301 50th St.)
- E.** Approve Contract for Psychological Services with Faul Psychological PLLC
- F.** Acceptance of AED Donation from the Center for Resuscitation Medicine
- G.** Resolution of Support for Dakota County 2023-2027 Capital Improvement Program
- H.** 2023 Central Equipment Vehicle and Equipment Replacement and New Vehicle and Equipment Procurement Requests
- I.** Re-Execution of Joint Powers Agreement Establishing the Lower Mississippi River Watershed Management Organization
- J.** Third Amendment to the Preliminary Engineering Contract for City Project No. 2016-17 - 117th Street Reconstruction
- K.** Joint Powers Agreement for Seidls Lake Shoreland Restoration Project

- L. Resolution Authorizing Submittal and Execution of 2023 Dakota County Community Waste Abatement Grant Program Application and Contract
- M. New Tattoo and Body Piercing Business License
- N. Approval of Massage Therapist License
- O. Increase to Pension Benefit for IGH Fire Relief Association

5. Public Hearing

- A. Public Hearings and Resolutions Ordering Projects for 2023 Pavement Management Program, City Project Nos. 2022-09 I, J and L
- B. Adoption of Assessment Roll for the 2022 Nuisance Abatement Program

6. Regular Business

- A. Major Site Plan Approval and Development Agreements for Salem Hills Elementary School, 5869 Babcock Trail
- B. Plat and Multiple Related Land Use Actions for 2855 47th Street E (Bethesda Lutheran Church)
- C. Liquor License Violation -- Mallory-Mikayla, LLC, doing business as 451 Beer
- D. Liquor License Violation -- Outback Steakhouse
- E. Liquor License Violation -- Trail West, Inc., doing business as Trail Liquors
- F. Liquor License Violation - LOOM Lodge 1088, doing business as Moose Lodge # 1088
- G. Liquor License Violation -- Monai LLC, doing business as A & M Liquor
- H. Liquor License Violation - SuperValu Inc., doing business as Cub Wine & Spirits
- I. 1st Reading of Ordinance Establishing Development Fees for 2023 & Call for Public Hearing

7. Public Comment

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

8. Mayor and Council Comments

9. Adjourn

This document is available upon a three (3) business day request in alternate formats such as braille, large print, audio recording, etc. Please contact Rebecca Kiernan, City Clerk, at 651.450.2513 or rkiernan@ighmn.gov.

Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Ryan Albright, Accounting Technician, 651.450.2515

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of October 19 – November 8, 2022.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of October 19 – November 8, 2022. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$585,985.12
Special Revenue	196,624.13
Debt Service	-
Capital Projects	1,030,596.07
Enterprise	139,030.16
Internal Service	93,065.70
Escrows	1,029,752.04
Total - All Funds	\$3,075,053.22

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements (10.19.2022 - 11.8.2022)

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

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF
October 19 – November 8, 2022**

WHEREAS a detailed listing of disbursements for the period of October 19 – November 8, 2022, was presented to the council for approval.

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

Fund Type	Amount
General Fund	\$585,985.12
Special Revenue	196,624.13
Debt Service	-
Capital Projects	1,030,596.07
Enterprise	139,030.16
Internal Service	93,065.70
Escrows	1,029,752.04
Total - All Funds	\$3,075,053.22

Adopted this 14th day of November 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Expense Approval Report

By Fund

City of Inver Grove Heights

Payment Dates 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
FIRST IMPRESSION GROUP	133989	10/20/2022	Business cards - PD	101.42.4000.421.50030	60.00
FIRST IMPRESSION GROUP	133989	10/20/2022	Business cards - Engineering	101.43.5000.441.50030	45.00
FIRST IMPRESSION GROUP	133989	10/20/2022	Business cards - VMCC	101.44.6100.459.50030	120.00
DAKOTA CTY FINANCIAL SVCS	00045448	10/10/2022	Mhz Subscriber Sept	101.42.4000.421.70501	1,843.07
DAKOTA CTY FINANCIAL SVCS	00045448	10/10/2022	DCC MHZ subscriber fee	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	00045448	10/10/2022	PW radios 9.2022	101.43.5200.443.30700	46.66
PETTY CASH - POLICE	10/10/2022	10/20/2022	Parking	101.42.4000.421.50065	3.00
ASPEN MILLS	301817	10/20/2022	Uniforms - Weber & Rolfes	101.42.4000.421.60045	690.26
UNIFIRST CORPORATION	900724246	10/10/2022	Uniforms - PW	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900724246	10/10/2022	Uniforms - Streets	101.44.6000.451.60045	15.93
KIESLER POLICE SUPPLY, INC	IN200751	10/26/2022	Pepperball Projectiles	101.42.4000.421.60018	423.50
PINE BEND PAVING, INC.	22-3040	10/11/2022	Asphalt	101.43.5200.443.60016	5,376.48
TOTAL CONSTRUCTION & EQUIP.	34555	10/20/2022	walking path lights at Lions Park	101.44.6000.451.40047	194.15
TOTAL CONSTRUCTION & EQUIP.	34556	10/20/2022	slide hill lights at SV park	101.44.6000.451.40047	129.43
TOTAL CONSTRUCTION & EQUIP.	34557	10/20/2022	Apr & Sept repairs to wallpack a...	101.44.6000.451.40047	678.99
HILLYARD INC	604902252	10/20/2022	bathroom supplies for the stati...	101.42.4200.423.60011	680.54
MN FIRE SERVICE CERT BOARD	10557	10/26/2022	fee for retest for FF II	101.42.4200.423.50080	25.00
ASPEN MILLS	302018	10/20/2022	Class A uniforms	101.42.4200.423.60045	23,907.65
ASPEN MILLS	302021	10/26/2022	brass for Class A uniforms	101.42.4200.423.60045	1,330.40
TOTAL CONSTRUCTION & EQUIP.	34560	10/12/2022	Street light repair	101.43.5400.445.40042	1,761.50
TOTAL CONSTRUCTION & EQUIP.	34563	10/20/2022	repair ltg at Swing Bridge park	101.44.6000.451.40047	1,004.98
ESS BROTHERS & SONS INC	CC9051	10/26/2022	Patch Mortar	101.43.5200.443.60016	2,156.00
JASON THOMAS CARDINAL	IGHPD2022-3	10/12/2022	Background- Randall	101.42.4000.421.30701	1,540.00
MARINE DOCK & LIFT	11217	10/26/2022	rail end caps	101.44.6000.451.60065	70.50
MN GLOVE & SAFETY, INC.	337285	10/26/2022	winter uniforms	101.44.6000.451.60045	49.99
NORTHERN SERVICE CENTER	10/14/2022	10/26/2022	Bail Money- CN: 22-3353	101.207.2071000	50.00
DAKOTA CTY WATER RESOURCES	10/14/2022	10/14/2022	JPA pump maintenance	101.45.3300.419.30700	4,818.00
SOUTH ST. PAUL ROD & GUN C...	1002	10/26/2022	Range Fee	101.42.4000.421.60018	374.94
L.T.G. POWER EQUIPMENT	272097	10/26/2022	debris loader less trade-ins	101.44.6000.451.60040	5,371.10
HANCE UTILITY SERVICES INC	31739	10/26/2022	locate at Skyview	101.44.6000.451.30700	184.00
SAFETY SIGNS	223586E	10/15/2022	Swap street name sign	101.43.5200.443.40046	150.00
MID STATE PLUMBING & HEATI...	10/16/2022	10/16/2022	plumbing permit refund	101.45.0000.3222000	116.00
ROBERT BEALKE INDUSTRIES	10/17/2022	10/26/2022	DJ for Ghostly Gathering	101.44.6100.453.30700	400.00
DAJ ENTERPRISES LLC (ECO WO...	2044	10/26/2022	fertilizer	101.44.6000.451.60030	1,582.65
UNIFIRST CORPORATION	900725564	10/17/2022	Uniforms - PW	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900725564	10/17/2022	Uniforms - Streets	101.44.6000.451.60045	15.93
BEACON ATHLETICS	0558558-IN	10/26/2022	misc bases/pitcher's rubbers	101.44.6000.451.60065	429.00
SOUTH METRO SWAT	10/18/2022	10/26/2022	2022 Fee Fort McCoy SWAT	101.42.4000.421.50080	641.60
VALLEY IMAGES PHOTOGRAPHY...	3154	10/26/2022	Department Photo	101.42.4000.421.30700	1,625.00
MACQUEEN EMERGENCY GRO...	P07451	10/26/2022	hydrant valve	101.42.4200.423.60040	2,327.77
OCCUPATIONAL HEALTH CENTE...	103661514	10/19/2022	Pre-employment physical	101.41.1100.413.30500	150.00
HOLMES DESIGN, INC.	5420	10/19/2022	September brochure work	101.44.6100.459.30700	1,081.50
MARINE DOCK & LIFT	10/20/2022	10/26/2022	Poly pound in end caps	101.44.6000.451.60065	162.00
PETTY CASH - POLICE	10/3/2022	10/20/2022	Notary- Emily	101.42.4000.421.50030	20.00
METROPOLITAN COUNCIL	10/6/2022	10/20/2022	Other charges	101.41.0000.3414000	472.15
LANGUAGE LINE SERVICES	10641509	10/20/2022	interpretations	101.42.4000.421.30700	196.57
INSIGHT PUBLIC SECTOR	1100987825	10/20/2022	Office License	101.47.1400.413.40035	2,167.85
FIRST IMPRESSION GROUP	135338P	10/20/2022	Insights postage	101.41.1300.413.50035	2,945.00
MARTIN-MCALLISTER	14883	10/20/2022	Firefighter pre-employment psy...	101.41.1100.413.30500	5,400.00
SKYHAWKS SPORTS ACADEMY, ...	17516	10/20/2022	summer SB and BB camps	101.44.6100.454.30700	1,332.80
ALEX PRO FIREARMS, LLC.	19452	10/20/2022	Firearm	101.42.4000.421.60065	1,260.00
DOUGHERTY, MOLENDIA, SOLFE...	209702	10/20/2022	Conflict Prosecution - Lynch	101.41.1100.413.30700	123.00
RENEE DUBS ELLENA	22-5117	10/20/2022	Engineering - flyer design	101.41.1300.413.30700	190.00

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RENEE DUBS ELLENA	22-5128	10/20/2022	Insights layout	101.41.1300.413.30700	1,695.00
LAW ENFORCEMENT RISK MAN...	228629	10/20/2022	Training seminar - Mattson	101.42.4000.421.50080	150.00
L.T.G. POWER EQUIPMENT	272251	10/26/2022	8 hose	101.44.6000.451.60040	132.00
AT&T MOBILITY	287298707874X10032022	10/20/2022	Cell phones	101.47.1400.413.50020	949.08
AT&T MOBILITY	287298708193X10032022	10/20/2022	Cell phones	101.47.1400.413.50020	2,725.00
AT&T MOBILITY	287299110577X10032022	10/20/2022	Cell phones	101.47.1400.413.50020	2,787.62
ASPEN MILLS	301624	10/20/2022	Narvaez- Uniform	101.42.4000.421.60045	1,553.65
ASPEN MILLS	301718	10/20/2022	Uniform- Narvaez	101.42.4000.421.60045	32.45
ASPEN MILLS	302547	10/26/2022	Art file- Vector	101.42.4000.421.60045	50.00
VALLEY IMAGES PHOTOGRAPHY...	3052	10/20/2022	Officer photos - Wiederhoeft	101.42.4000.421.50030	100.00
CAMPBELL KNUTSON, P.A.	3530G	10/20/2022	Monthly legal fees 9.2022	101.42.4000.421.30410	22,196.50
CENTURY LINK	451-0205 10/7	10/20/2022	Analog lines	101.47.1400.413.50020	141.90
CENTURY LINK	457-4184 9/22	10/20/2022	Analog Lines	101.47.1400.413.50020	70.95
CENTURY LINK	457-5524 9/22	10/20/2022	Analog lines	101.47.1400.413.50020	80.94
MN NCPERS LIFE INSURANCE	542000112022	10/20/2022	Insurance premium 11.2022	101.203.2031600	256.00
GERTENS	715124/6	10/26/2022	tarps	101.44.6000.451.60065	87.95
COMCAST	8772105910359520	10/20/2022	cable invoice station 1	101.42.4200.423.30700	22.47
PETTY CASH - POLICE	9/14/2022	10/20/2022	Karina & Brenda- Notary	101.42.4000.421.50030	40.00
HEALTHEAST MEDICAL TRANSP...	9/22/2022	10/20/2022	Blood Draw- CN 22-50887	101.42.4000.421.30700	88.40
CENTURY LINK	9/22/2022	10/20/2022	Analog lines	101.47.1400.413.50020	100.70
ST. PAUL PIONEER PRESS	922492124	10/20/2022	Ord #1432 Discharge Bow	101.42.4000.421.50025	67.68
ST. PAUL PIONEER PRESS	922572521	10/20/2022	71493075 Ord #1433 Noise Am...	101.41.1100.413.50025	39.48
3M	9418393670	10/20/2022	Sign supplies	101.43.5200.443.60016	676.65
FIELD TRAINING SOLUTIONS	9494	10/20/2022	FTO Training- Possert	101.42.4000.421.50080	295.00
T-MOBILE USA, INC.	9510685945	10/20/2022	GPS locate-	101.42.4000.421.30700	125.00
VERIZON WIRELESS	9916562447	10/20/2022	Cell phones	101.47.1400.413.50020	675.19
SPOK, INC.	F0317493V	10/20/2022	Language services	101.47.1400.413.40035	4.73
DAKOTA 911	IG2022-11	10/20/2022	DCC PD monthly charges 11.20...	101.42.4000.421.70502	36,731.70
DAKOTA 911	IG2022-11	10/20/2022	DCC FD monthly charges 11.20...	101.42.4200.423.70502	4,081.30
MATRIX COMMUNICATIONS, IN...	M006031	10/20/2022	FS2 phone issue	101.47.1400.413.30700	150.00
SENTINEL MN LLC	OSS2LD2	10/20/2022	Suppressor	101.42.4000.421.60018	2,280.00
ICMA RETIREMENT TRUST - 457	INV0149262	10/21/2022	457 - ROTH AGE <50 %	101.203.2031400	375.23
ICMA RETIREMENT TRUST - 457	INV0149263	10/21/2022	457 - ROTH AGE <50	101.203.2031400	455.00
ICMA RETIREMENT TRUST - 457	INV0149264	10/21/2022	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0149265	10/21/2022	457 -AGE <49 %	101.203.2031400	7,618.36
ICMA RETIREMENT TRUST - 457	INV0149266	10/21/2022	457 -AGE 50+	101.203.2031400	5,105.29
ICMA RETIREMENT TRUST - 457	INV0149267	10/21/2022	457 -AGE <49	101.203.2031400	7,401.00
ICMA RETIREMENT TRUST - 457	INV0149268	10/21/2022	457 PLAN -AGE 50+ %	101.203.2031400	1,699.86
MN STATE RETIREMENT SYSTEM	INV0149269	10/21/2022	457 ROTH IRA (AGE 49 & UNDE...	101.203.2031400	380.00
AFSCME COUNCIL 5	INV0149270	10/21/2022	UNION DUES (AFSCME FULL SH...	101.203.2031000	941.85
AFSCME COUNCIL 5	INV0149271	10/21/2022	UNION DUES (AFSCME FULL SH...	101.203.2031000	40.36
TEXAS STATE DISBURSEMENT ...	INV0149272	10/21/2022	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF ...	INV0149273	10/21/2022	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF ...	INV0149274	10/21/2022	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF ...	INV0149275	10/21/2022	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF ...	INV0149276	10/21/2022	CASE #001521862201	101.203.2032100	200.73
WI SCTF (WI SUPPORT COLLECT...	INV0149277	10/21/2022	PARTICIPANT ID#0004986316	101.203.2032100	433.06
IGH FIRE RELIEF ASSN	INV0149278	10/21/2022	MEMBERSHIP DUES - FIRE RELIE...	101.203.2031000	399.00
IGH FIRE RELIEF ASSN	INV0149279	10/21/2022	MEMBERSHIP DUES - FIRE RELIE...	101.203.2031000	91.00
MEDSURETY ACH ONLY	INV0149280	10/21/2022	HSA ELECTION-FAMILY	101.203.2032500	3,572.82
MEDSURETY ACH ONLY	INV0149281	10/21/2022	HSA ELECTION-SINGLE	101.203.2032500	5,888.89
MN STATE RETIREMENT SYSTEM	INV0149282	10/21/2022	MINNESOTA DEFERRED COMP...	101.203.2031400	1,125.00
MN STATE RETIREMENT SYSTEM	INV0149283	10/21/2022	MINNESOTA DEFERRED COMP...	101.203.2031400	392.58
PERA	INV0149284	10/21/2022	PERA COORDINATED PLAN	101.203.2030600	49,734.58
PERA	INV0149285	10/21/2022	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,825.80
PERA	INV0149286	10/21/2022	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0149287	10/21/2022	EMPLOYER SHARE (PERA DEFIN...	101.203.2030600	21.92
PERA	INV0149288	10/21/2022	PERA POLICE & FIRE PLAN	101.203.2030600	28,720.61
PERA	INV0149289	10/21/2022	EMPLOYER SHARE (POLICE & FI...	101.203.2030600	43,080.89
ICMA RETIREMENT TRUST - 457	INV0149290	10/21/2022	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,113.05

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0149291	10/21/2022	ROTH IRA (AGE 50 & OVER)	101.203.2032400	644.23
ICMA RETIREMENT TRUST - 457	INV0149292	10/21/2022	ROTH-AGE <49 %	101.203.2032400	46.23
EFTPS	INV0149293	10/21/2022	FEDERAL WITHHOLDING	101.203.2030200	70,451.22
MN DEPT OF REVENUE (PAYROL...	INV0149294	10/21/2022	STATE WITHHOLDING	101.203.2030300	29,641.03
EFTPS	INV0149295	10/21/2022	MEDICARE WITHHOLDING	101.203.2030500	19,712.64
EFTPS	INV0149296	10/21/2022	SOCIAL SECURITY WITHHOLDING	101.203.2030400	53,798.24
COLLINS ELECTRICAL CONST.	2233396.01	10/24/2022	Traffic light maintenance/repairs	101.43.5200.443.40046	366.12
COLLINS ELECTRICAL CONST.	2233397.01	10/24/2022	traffic light maintenance/repairs	101.43.5200.443.40046	536.64
COLLINS ELECTRICAL CONST.	2233450.01	10/24/2022	Street light maintenace/repairs	101.43.5200.443.40046	434.47
ASPEN MILLS	302713	10/24/2022	Reserve- Roberts	101.42.4000.421.60045	754.22
UNIFIRST CORPORATION	900726938	10/24/2022	Uniforms - PW	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900726938	10/24/2022	Uniforms - Streets	101.44.6000.451.60045	15.93
ALADTEC, INC.	INV00224947	10/26/2022	subscription invoice for Aladtec	101.42.4200.423.30700	4,461.00
TEAM LABORATORY CHEMICAL,...	INV0033099	10/24/2022	De-icer spray	101.43.5200.443.60016	97.50
ELSA LITECRY	20221021	10/25/2022	outdoor survival class	101.44.6100.452.30700	60.00
ROBERT HALF INTERNATIONAL ...	60942770	10/25/2022	Services thru 10.21.2022	101.41.2000.415.30700	2,910.00
EMMONS & OLIVIER RESOURCES	00095-0079-1	10/26/2022	Staff Transition Check-In (not p...	101.43.5100.442.30300	1,750.50
FIRST IMPRESSION GROUP	134953	10/26/2022	banner and poster	101.44.6100.459.60065	252.50
FIRSTSCRIBE	258457	10/26/2022	ROWAY monthly billing from PE...	101.43.5100.442.40044	250.00
LOCAL GOVERNMENT INFORM...	52758	10/26/2022	invoice for CAD from Logis	101.42.4200.423.30700	526.00
HOLMES DESIGN, INC.	5405	10/26/2022	Fall 2022 brochure design	101.44.6100.459.30700	1,240.00
HOLMES DESIGN, INC.	5406	10/26/2022	July brochure work	101.44.6100.459.30700	784.00
ROBERT BEALKE INDUSTRIES	6/22/2022	10/26/2022	DJ for Lets Pawty	101.44.6100.453.30700	400.00
LEICA GEOSYSTEMS INC	902971098	10/26/2022	Maintenance and Support for t...	101.43.5100.442.40044	707.00
ADVANCED SPORTSWEAR, INC.	9483	10/26/2022	Uniform	101.43.5200.443.60045	51.00
ENTERPRISE FM TRUST	FBN4578948	10/26/2022	Enterprise	101.42.4000.421.70300	14,433.70
JASON THOMAS CARDINAL	IGHPD2022-2	10/26/2022	Cardinal Investigations- Arndt &...	101.42.4000.421.30701	2,915.00
SAFE-FAST, INC.	INV267407	10/26/2022	Marking flag	101.43.5200.443.60016	617.04
KINDER FIT LLC	7991	10/27/2022	Sept 2022 class	101.44.6100.454.30700	455.00
ADVANCED SPORTSWEAR, INC.	9359	10/27/2022	Hats Embroidery	101.43.5200.443.60045	61.50
FIRST IMPRESSION GROUP	135939	10/28/2022	Business Cards	101.42.4000.421.50030	480.00
ULINE	151866735B	10/28/2022	Election supplies	101.41.1200.414.60065	22.17
IGH DAYS COMMITTEE	10/31/2022	10/31/2022	garage sale registrations \$10/re...	101.44.6100.3470000	310.00
G BOLTZ BOLTON	10/31/2022	10/31/2022	ghostly gathering bounce house	101.44.6100.453.30700	200.00
GET MESSY LLC	15710416	10/31/2022	ghostly gathering svcs	101.44.6100.453.30700	102.00
CULLIGAN	157984591006X10312022	10/31/2022	Bottled water fee st 1	101.42.4200.423.60065	63.28
CULLIGAN	157984591188X10312022	10/31/2022	bottled water fee st 3	101.42.4200.423.60065	27.30
CULLIGAN	157986034674X10312022	10/31/2022	bottled water fee St 2	101.42.4200.423.60065	92.96
DAKOTA ELECTRIC ASSN	200001093947 10/22	10/31/2022	Electric	101.43.5400.445.40020	1,399.22
DAKOTA ELECTRIC ASSN	200002468379 10/22	10/31/2022	Electric	101.44.6000.451.40020	3,857.88
DAKOTA ELECTRIC ASSN	200002501658 10/22	10/31/2022	Electric	101.44.6000.451.40020	646.99
DAKOTA ELECTRIC ASSN	200003935632 10/22	10/31/2022	Electric	101.44.6000.451.40020	401.56
DAKOTA ELECTRIC ASSN	200004267134 10/22	10/31/2022	Electric	101.43.5400.445.40020	56.92
DAKOTA ELECTRIC ASSN	200004430542 10/22	10/31/2022	Electric	101.44.6000.451.40020	18.96
DAKOTA ELECTRIC ASSN	200010036635 10/22	10/31/2022	Electric	101.42.4200.423.40020	2,965.60
VERIFIED HOLDINGS, LLC	336355	10/31/2022	Pre-employment background c...	101.41.1100.413.30500	327.75
WELLS FARGO CREDIT CARD ACH	4imprint, Inc Lee, Katri WF 9/22	10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60006	491.80
XCEL ENERGY	797056437	10/31/2022	Street lighting electric charges	101.43.5400.445.40020	90.57
XCEL ENERGY	797056437	10/31/2022	Parks natural gas charges	101.44.6000.451.40010	45.13
XCEL ENERGY	797654333	10/31/2022	Parks natural gas charges	101.44.6000.451.40010	43.90
XCEL ENERGY	799408580	10/31/2022	FD natural gas charges	101.42.4200.423.40010	1,355.81
XCEL ENERGY	799408580	10/31/2022	FD electric charges	101.42.4200.423.40020	1,786.76
XCEL ENERGY	799408580	10/31/2022	Street lighting electric charges	101.43.5400.445.40020	1,536.14
XCEL ENERGY	799408580	10/31/2022	Parks natural gas charges	101.44.6000.451.40010	121.87
XCEL ENERGY	799408580	10/31/2022	Parks electric charges	101.44.6000.451.40020	793.84
XCEL ENERGY	799628871	10/31/2022	PD electric	101.42.4000.421.40042	51.09
WELLS FARGO CREDIT CARD ACH	Amazon.Com 1f32t5io0 A Swen...	10/31/2022	Wells Fargo Purchase Cards	101.44.6100.454.60009	49.98
WELLS FARGO CREDIT CARD ACH	Amk Phoenix Conv Ctr Lares, Ad...	10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50075	18.46
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 148078I50 Payab..	10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.60065	29.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1f5ol3wk2 Kiern...	10/31/2022	Wells Fargo Purchase Cards	101.41.1200.414.60065	29.97

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1f9ci22r2 Kierna...		10/31/2022	Wells Fargo Purchase Cards	101.41.1200.414.60065	116.10
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1m2ju46z2 Mikel..		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	65.44
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1m2l805u0 Chio...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60045	195.79
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1m7t01o50 Kier...		10/31/2022	Wells Fargo Purchase Cards	101.41.1200.414.60065	89.99
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u1lf6hl2 Mikel,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	12.02
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u1wu0i21 Mikel..		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	5.99
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u2du00u2 Mike..		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	62.97
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u3900fg0 Mikel...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	8.45
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u43p3yb0 Mike...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	64.51
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u4ec8v90 Mikel..		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	21.97
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u4wx9761 Mike...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	9.98
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u5zm63g0 Won..		10/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60065	109.99
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u68597t2 Paya...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.60065	90.19
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u7w09be1 Chi...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.40042	556.79
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1u7ze6731 Mikel..		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	137.09
WELLS FARGO CREDIT CARD ACH Arrowwood Resort And C Hove,...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50075	408.63
WELLS FARGO CREDIT CARD ACH Arrowwood Resort And C Hove,...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50075	408.63
WELLS FARGO CREDIT CARD ACH Arrowwood Resort And C Hove,...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50075	408.63
WELLS FARGO CREDIT CARD ACH Aspen Mills Chiodo, Me WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60045	61.45
WELLS FARGO CREDIT CARD ACH Aspen Mills Chiodo, Me WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60045	192.28
WELLS FARGO CREDIT CARD ACH Aspen Mills Wiederhoefer WF 9/...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60045	205.00
WELLS FARGO CREDIT CARD ACH Association Of Recycli Sutherla...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.50080	35.00
WELLS FARGO CREDIT CARD ACH Awl Pearson Education Bernard...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60018	3,239.24
WELLS FARGO CREDIT CARD ACH Awl Pearson Education Bernard...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60018	1,388.24
WELLS FARGO CREDIT CARD ACH B-52 Inver Grove Heigh Bauer, ...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	40.00
WELLS FARGO CREDIT CARD ACH Batteries Plus - #0030 Bergum, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.40042	206.32
WELLS FARGO CREDIT CARD ACH Bp#6542690golden Exqps Chio...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	36.32
WELLS FARGO CREDIT CARD ACH Cafe Zups Eagan Wonick, Ju WF...		10/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.50075	313.21
WELLS FARGO CREDIT CARD ACH Caribou Coffee Co #114 Sutherl...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	31.98
WELLS FARGO CREDIT CARD ACH Combined Systems Inc Madsen,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50080	895.00
WELLS FARGO CREDIT CARD ACH Copper Blues Phx Lares, Ada WF..		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50075	21.18
WELLS FARGO CREDIT CARD ACH Courtyard St. Cloud Lee, Katri ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	290.58
WELLS FARGO CREDIT CARD ACH Courtyard St. Cloud Lee, Katri ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	4.45
WELLS FARGO CREDIT CARD ACH Courtyard St. Cloud Lee, Katri ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	299.60
WELLS FARGO CREDIT CARD ACH Courtyard St. Cloud Lee, Katri ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	10.21
WELLS FARGO CREDIT CARD ACH Courtyard St. Cloud Lee, Katri ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	290.58
WELLS FARGO CREDIT CARD ACH Crown Trophy Bauer, Cor WF 9/...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	175.00
WELLS FARGO CREDIT CARD ACH Cub Foods #1639 Bergum, Er W...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50075	107.37
WELLS FARGO CREDIT CARD ACH Cub Foods #1639 Bernardy, WF...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50075	35.98
WELLS FARGO CREDIT CARD ACH Cub Foods #1639 Vandeheof, ...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.459.60009	32.14
WELLS FARGO CREDIT CARD ACH Culligan Water Of Igh O'Connor,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.40050	11.30
WELLS FARGO CREDIT CARD ACH Culligan Water Of Igh O'Connor,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	32.50
WELLS FARGO CREDIT CARD ACH Dakota Awards & Engrav Wonic...		10/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60065	16.94
WELLS FARGO CREDIT CARD ACH Dakota Awards & Engrav Wonic...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	88.51
WELLS FARGO CREDIT CARD ACH Dakota Awards & Engrav Wonic...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.419.60065	16.94
WELLS FARGO CREDIT CARD ACH Delta 00642443259463 Lares,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50065	30.00
WELLS FARGO CREDIT CARD ACH Delta 00642448599870 Lares,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50065	30.00
WELLS FARGO CREDIT CARD ACH Dog Waste Depot.Com O'Conno...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	1,868.70
WELLS FARGO CREDIT CARD ACH Dollartree Mikel, Rac WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	26.25
WELLS FARGO CREDIT CARD ACH Dreamstime.Com Waegener, ...		10/31/2022	Wells Fargo Purchase Cards	101.41.1300.413.50070	16.99
WELLS FARGO CREDIT CARD ACH Dreamstime.Com Waegener, ...		10/31/2022	Wells Fargo Purchase Cards	101.41.1300.413.50070	1.00
WELLS FARGO CREDIT CARD ACH Eckberg Lammers Pc Lee, Katri...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50080	299.00
WELLS FARGO CREDIT CARD ACH Eds Trophies Wonick, Ju WF 9/...		10/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.60065	10.74
WELLS FARGO CREDIT CARD ACH Facebk 7fkd6gkdx2 Looze, Amy...		10/31/2022	Wells Fargo Purchase Cards	101.41.1300.413.50025	109.78
WELLS FARGO CREDIT CARD ACH Fastsigns Burnsville Swoboda, B...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	1,315.89
WELLS FARGO CREDIT CARD ACH Grandstay St Cloud Lee, Katri W...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	380.68
WELLS FARGO CREDIT CARD ACH Guardian Supply Madsen, Be W...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60045	194.97
WELLS FARGO CREDIT CARD ACH Harmon Farms Trail Run Mikel, ...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.30700	17.20
WELLS FARGO CREDIT CARD ACH Harmon Farms Trail Run Swenh...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.30700	33.20
WELLS FARGO CREDIT CARD ACH Harmon Farms Trail Run Swenh...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.30700	16.00

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH Hobby-Lobby #753 Lee, Katri W...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60010	22.97
WELLS FARGO CREDIT CARD ACH Holiday Stations 0318 Winget, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	44.77
WELLS FARGO CREDIT CARD ACH Holiday Stations 0479 Chiodo, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	46.57
WELLS FARGO CREDIT CARD ACH Holiday Stations 3537 Howe, Eri...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	52.51
WELLS FARGO CREDIT CARD ACH Holiday Stations 3537 Howe, Eri...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	47.29
WELLS FARGO CREDIT CARD ACH Holiday Stations 3537 Howe, Eri...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	29.28
WELLS FARGO CREDIT CARD ACH Holiday Stations 3537 Howe, Eri...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	7.40
WELLS FARGO CREDIT CARD ACH Holiday Stations 3537 Schrandt, ..		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50065	32.68
WELLS FARGO CREDIT CARD ACH Holiday Stations 3537 Winget, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	46.14
WELLS FARGO CREDIT CARD ACH Holiday Stations 3552 Winget, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	24.21
WELLS FARGO CREDIT CARD ACH Hotstick Usa Inc Chiodo, Mo WF...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60040	595.00
WELLS FARGO CREDIT CARD ACH Hyatt Reg Phoenix F&B Lares, A...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50075	16.83
WELLS FARGO CREDIT CARD ACH Inver Grove Brewing Co Bauer, ...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	40.00
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Hawkins,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.40040	97.33
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Ravn, Ky...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.40040	29.58
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Ravn, Ky...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	32.99
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Ravn, Ky...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60065	32.97
WELLS FARGO CREDIT CARD ACH Jimmy Johns 1436 Otis, Josh WF...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	33.56
WELLS FARGO CREDIT CARD ACH Kwik Trip 35900003590 Chiodo,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	50.76
WELLS FARGO CREDIT CARD ACH Kwik Trip 41000004101 Chiodo,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	58.59
WELLS FARGO CREDIT CARD ACH League Of Minnesota Ci Kiernan...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50080	75.00
WELLS FARGO CREDIT CARD ACH Magnum Electronics Inc Chiodo,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60040	140.36
WELLS FARGO CREDIT CARD ACH Magnum Electronics Inc Chiodo,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60040	-9.34
WELLS FARGO CREDIT CARD ACH Majerle'S Sports Grill Lares, Ada...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50075	19.38
WELLS FARGO CREDIT CARD ACH Mallards Igh Bauer, Cor WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	60.00
WELLS FARGO CREDIT CARD ACH Mcdonald'S F18102 Daniels, J ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.30700	24.07
WELLS FARGO CREDIT CARD ACH Menards Eden Prairie M Suther...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	21.43
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Ravn, ...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60012	48.46
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Sperl,...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	85.95
WELLS FARGO CREDIT CARD ACH Mid-States Organized C Lee, Kat...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50070	50.00
WELLS FARGO CREDIT CARD ACH Minnesota Chiefs Of Po Lee, Kat...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50030	114.00
WELLS FARGO CREDIT CARD ACH Minnesota Government F Payab...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50080	20.00
WELLS FARGO CREDIT CARD ACH Minnesota Government F Payab...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50080	20.00
WELLS FARGO CREDIT CARD ACH Minnesota Government F Payab...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.70600	20.00
WELLS FARGO CREDIT CARD ACH Minnesota State Fire C Bergum,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50080	325.00
WELLS FARGO CREDIT CARD ACH Minnesota State Fire C Chiodo,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50080	365.00
WELLS FARGO CREDIT CARD ACH Msp Airp Hi Lo Diner 1 Lares, A...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50075	15.91
WELLS FARGO CREDIT CARD ACH North American Trailer Bergum,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	41.32
WELLS FARGO CREDIT CARD ACH Northern Tool Equip-Mn Jackso...		10/31/2022	Wells Fargo Purchase Cards	101.43.5200.443.60016	177.69
WELLS FARGO CREDIT CARD ACH Nrpa Operating O'Connor, WF ...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.459.50070	175.00
WELLS FARGO CREDIT CARD ACH Old World Pizza Madsen, Ben WF...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	133.77
WELLS FARGO CREDIT CARD ACH Olde Brick House St. C Otis, Josh...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	67.03
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Bergum, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.40042	149.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Bergum, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60011	153.92
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Bergum, ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	3.99
WELLS FARGO CREDIT CARD ACH Paypal Hamline Uni Kiernan, R...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.50080	249.98
WELLS FARGO CREDIT CARD ACH Paypal Mncpa Lee, Katri WF 9/...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50070	120.00
WELLS FARGO CREDIT CARD ACH Pike And Pint Grill I Hove, Amy...		10/31/2022	Wells Fargo Purchase Cards	101.41.2000.415.50075	70.95
WELLS FARGO CREDIT CARD ACH Playpass Business Mikel, Rac WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.455.60009	9.50
WELLS FARGO CREDIT CARD ACH Reach Sports Marketing O'Conn...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.459.50070	280.00
WELLS FARGO CREDIT CARD ACH Royal Canin Usa Rose, Ryan WF...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60013	197.02
WELLS FARGO CREDIT CARD ACH Shake Shack T3 Phx Lares, Ada ...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50065	15.24
WELLS FARGO CREDIT CARD ACH Simplifile.Com Kiernan, R WF 9/...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.419.30700	52.33
WELLS FARGO CREDIT CARD ACH Speedway 04534 Rose, Ryan WF...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	50.44
WELLS FARGO CREDIT CARD ACH Sq Kaposia - Kaposia Vandehoef...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	100.00
WELLS FARGO CREDIT CARD ACH Sq Minnesota Fall Mai Jackson, ...		10/31/2022	Wells Fargo Purchase Cards	101.43.5200.443.50080	360.00
WELLS FARGO CREDIT CARD ACH Sq The Apparel Lab Decker, Jo...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60045	323.56
WELLS FARGO CREDIT CARD ACH Target 00025197 Bauer, Cor...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	303.68
WELLS FARGO CREDIT CARD ACH Target 00025197 Bauer, Cor...		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	81.97

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH Target	00025197 Chiodo, M...	10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.60068	34.99
WELLS FARGO CREDIT CARD ACH Target.Com Bauer, Cor WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH Target.Com Bauer, Cor WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH Target.Com Chiodo, Mo WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	85.70
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	136.13
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	130.53
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	37.92
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	122.01
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	73.01
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	129.53
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60016	117.20
WELLS FARGO CREDIT CARD ACH The Corner Store Howe, Erik WF..		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	44.54
WELLS FARGO CREDIT CARD ACH The Corner Store Howe, Erik WF..		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50065	31.02
WELLS FARGO CREDIT CARD ACH The Corner Store Madsen, Be ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.50065	23.50
WELLS FARGO CREDIT CARD ACH The Corner Store Rosendale, WF..		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	42.35
WELLS FARGO CREDIT CARD ACH The Home Depot #2810 Bergum..		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60011	64.84
WELLS FARGO CREDIT CARD ACH The Home Depot #2810 Bergum..		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60040	587.77
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Bergum..		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	160.23
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Bergum..		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	112.54
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Hawkin...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.40040	99.57
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Hawkin...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.60040	159.87
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Jackson...		10/31/2022	Wells Fargo Purchase Cards	101.43.5200.443.60016	14.67
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Oswald,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4200.423.60065	124.88
WELLS FARGO CREDIT CARD ACH The White Horse Lee, Katri WF ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	50.36
WELLS FARGO CREDIT CARD ACH The White Horse Otis, Josh WF ...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50075	37.49
WELLS FARGO CREDIT CARD ACH Uber Trip Lares, Ada WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50065	22.99
WELLS FARGO CREDIT CARD ACH Uber Trip Lares, Ada WF 9/22		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50065	14.99
WELLS FARGO CREDIT CARD ACH Uber Trip Help.Uber.C Lares, A...		10/31/2022	Wells Fargo Purchase Cards	101.44.6000.451.50065	25.96
WELLS FARGO CREDIT CARD ACH Wal-Mart #5089 Mikel, Rac WF ...		10/31/2022	Wells Fargo Purchase Cards	101.44.6100.453.60009	134.94
WELLS FARGO CREDIT CARD ACH Wal-Mart #5089 Sutherland WF...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	-8.46
WELLS FARGO CREDIT CARD ACH Wal-Mart #5089 Wonick, Ju WF...		10/31/2022	Wells Fargo Purchase Cards	101.43.5100.442.50075	38.02
WELLS FARGO CREDIT CARD ACH Walmart.Com Aa Sutherland WF...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	46.35
WELLS FARGO CREDIT CARD ACH Walmart.Com Sutherland WF 9...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	-5.36
WELLS FARGO CREDIT CARD ACH Walmart.Com Sutherland WF 9...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	-7.35
WELLS FARGO CREDIT CARD ACH White Castle 080025 Sutherlan...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	135.38
WELLS FARGO CREDIT CARD ACH Wm Supercenter #1855 Sutherl...		10/31/2022	Wells Fargo Purchase Cards	101.45.3000.420.60065	37.10
WELLS FARGO CREDIT CARD ACH Zoom.U.s 888-799-9666 Chiodo,...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50070	14.99
WELLS FARGO CREDIT CARD ACH Zoom.U.s 888-799-9666 Gade, ...		10/31/2022	Wells Fargo Purchase Cards	101.47.1400.413.40035	29.98
WELLS FARGO CREDIT CARD ACH Zoom.U.s 888-799-9666 Lee, Kat...		10/31/2022	Wells Fargo Purchase Cards	101.42.4000.421.50070	11.99
GERTENS	100012/6	11/03/2022	erosion control	101.43.5200.443.60016	91.50
MN LIFE INSURANCE CO	11/1/2022	11/03/2022	Premium 11.2022	101.203.2030900	4,083.43
MN LIFE INSURANCE CO	11/1/2022	11/03/2022	Premium Refunds	101.203.2030910	-2,110.73
EYEMED	165505528	11/03/2022	Premium 11.2022	101.203.2032700	255.25
EYEMED	165505530	11/03/2022	Premium-COBRA 11.2022	101.203.2032710	14.13
PINE BEND PAVING, INC.	22-1613A	11/03/2022	Asphalt	101.43.5200.443.60016	4,756.60
PINE BEND PAVING, INC.	22-1613C	11/03/2022	Asphalt	101.43.5200.443.60016	-4,750.17
DAKOTA TREE	2312	11/03/2022	Tree removal + stump grinding	101.43.5200.443.40046	1,600.00
MADISON NATIONAL LIFE INSU...	3424.54	11/03/2022	Premium 11.2022	101.203.2031700	3,424.54
LOCAL GOVERNMENT INFORM...	52750	11/03/2022	Axon	101.42.4000.421.70501	2,275.00
RCM SPECIALTIES, INC.	8727	11/03/2022	Tack oil	101.43.5200.443.40046	466.44
ESS BROTHERS & SONS INC	CC8516	11/03/2022	24X36 CB + Shipping	101.43.5200.443.60016	795.60
SAINT PAUL, CITY OF	INS1140	11/03/2022	Asphalt mix 4A	101.43.5200.443.60016	2,877.99
INNOVATIVE OFFICE SOLUTIONS	SUM-069981	11/03/2022	Wall calendar	101.44.6000.451.60065	22.40
				Fund 101 - GENERAL FUND Total:	585,435.12

Fund: 201 - C.V.B. FUND

GLOBE PUBLISHING CO	79776D	10/26/2022	envelope printing	201.44.1600.465.60010	173.80
RIVER HEIGHTS CHAMBER OF C...	11315	10/20/2022	Monthly service contract & offi...	201.44.1600.465.30700	6,751.63
STACY ANN BROOKS	437	10/26/2022	Monthly Blog Post	201.44.1600.465.50025	225.00
MILES PARTNERSHIP LLLP	71250	10/26/2022	Explore MN Travelers Guide ad...	201.44.1600.465.50025	2,385.00
INVER GROVE HEIGHTS PARK &...	R470	10/20/2022	2022 Holiday in the heights light..	201.44.1600.465.50025	500.00

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MICHAEL DAVID MARCOTTE	10/6/2022	10/26/2022	Visit IGH: 2022 Holiday Lights Di...	201.44.1600.465.50025	550.00
WELLS FARGO CREDIT CARD ACH	Facebk U24gvjflp2 Satre, Eri WF...	10/31/2022	Wells Fargo Purchase Cards	201.44.1600.465.50025	35.68
WELLS FARGO CREDIT CARD ACH	Google Gsuite_Visitig Satre, Eri...	10/31/2022	Wells Fargo Purchase Cards	201.44.1600.465.50025	17.99
WELLS FARGO CREDIT CARD ACH	Google Ads8715259637 Satre, E...	10/31/2022	Wells Fargo Purchase Cards	201.44.1600.465.50025	83.70
WELLS FARGO CREDIT CARD ACH	Mailchimp Misc Satre, Eri WF ...	10/31/2022	Wells Fargo Purchase Cards	201.44.1600.465.50025	23.00
Fund 201 - C.V.B. FUND Total:					10,745.80

Fund: 204 - RECREATION FUND

IGH SENIOR CLUB	2/18/2022	03/02/2022	Jan 2022 dues-luncheons	204.227.2271000	550.00
Fund 204 - RECREATION FUND Total:					550.00

Fund: 205 - COMMUNITY CENTER

HULSTEIN, LINDA	1/7/19	01/24/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	10.00
PUSH PEDAL PULL	345527	10/10/2022	2022 equipment replacements	205.44.6200.453.80800	59,422.10
PUSH PEDAL PULL	345533	10/10/2022	Labor costs to move and prep f...	205.44.6200.453.40042	750.00
TWIN SOURCE SUPPLY	500414	10/20/2022	cleaning supplies	205.44.6200.453.60011	1,026.68
TWIN SOURCE SUPPLY	500414	10/20/2022	cleaning supplies	205.44.6200.453.60011	1,026.69
GARTNER REFRIGERATION & M...	12448682	10/20/2022	Yearly maintenance - 3rd qtr pa...	205.44.6200.453.40040	2,125.00
TOTAL CONSTRUCTION & EQUIP.	34562	10/12/2022	replace entry fixture	205.44.6200.453.40040	742.16
RECREATION SUPPLY COMPANY	481271	10/12/2022	agitator fittings	205.44.6200.453.60016	537.00
COMCAST	8772105910127180	10/26/2022	VMCC cable TV	205.44.6200.453.50070	196.23
R & R SPECIALTIES OF WI, INC.	0076946-IN	10/26/2022	west rink painting	205.44.6200.453.40040	2,091.50
RETROFIT COMPANIES INC	J1464A-IN	10/26/2022	retrofit for CR renovations	205.44.6200.453.80200	3,250.00
LVC COMPANIES, INC.	99010	10/26/2022	repair water damage to smoke ...	205.44.6200.453.40040	280.00
GLASSING, JANICE	10/19/2022	10/26/2022	refund for cancelled show	205.44.0000.3493501	20.00
MEDICINE LAKE TOURS	10/19/2022	10/26/2022	Plowin Thru trip	205.44.6200.453.50090	1,328.00
SHERWIN-WILLIAMS CO.	3491-7	10/26/2022	paint for Comm Rms renovations	205.44.6200.453.80200	556.68
HOLMES DESIGN, INC.	5420	10/19/2022	September brochure work	205.44.6200.453.30700	1,622.25
NIHCA	105826	10/20/2022	2022 membership dues	205.44.6200.453.50070	399.00
TAHO SPORTSWEAR	22TS4051	10/20/2022	Bingo Challenge tees	205.44.6200.453.60045	84.60
TWIN SOURCE SUPPLY	500437	10/26/2022	cleaning supplies	205.44.6200.453.60011	608.54
TWIN SOURCE SUPPLY	500437	10/26/2022	cleaning supplies	205.44.6200.453.60011	608.54
GRAINGER	9486343016	10/20/2022	emergency test tags	205.44.6200.453.60065	21.05
GILBERT MECHANICAL CONTRA...	223314	10/21/2022	VMCC AHU, heat pumps, rewir...	205.44.6200.453.40040	4,485.79
GILBERT MECHANICAL CONTRA...	223314	10/21/2022	code & graphics for Munters un...	205.44.6200.453.40040	2,054.94
OWENS COMPANIES	31664	10/24/2022	replace motor on AHU in pools	205.44.6200.453.40040	2,983.68
NASSEFF PLUMBING & HEATING..	45581	10/26/2022	semi-annual PM	205.44.6200.453.40040	2,918.25
NASSEFF PLUMBING & HEATING..	45581	10/26/2022	semi-annual PM	205.44.6200.453.40040	2,918.25
FIRST IMPRESSION GROUP	134953	10/26/2022	banner and poster	205.44.6200.453.60065	252.50
OWENS COMPANIES	31345	10/26/2022	replace condenser in Grove area	205.44.6200.453.80200	53,200.00
HOLMES DESIGN, INC.	5405	10/26/2022	Fall 2022 brochure design	205.44.6200.453.30700	1,860.00
HOLMES DESIGN, INC.	5406	10/26/2022	July brochure work	205.44.6200.453.30700	1,176.00
ACTIVE NETWORK, LLC	CB2022AUG_0013	10/26/2022	membership chargeback	205.207.2070300	3.86
ACTIVE NETWORK, LLC	CB2022AUG_0013	10/26/2022	membership chargeback	205.44.0000.3490100	54.14
BECKER ARENA PRODUCTS, INC.	606785	10/27/2022	parts for goals	205.44.6200.453.60016	240.37
NASSEFF PLUMBING & HEATING..	45697	10/28/2022	pipe repairs at VMCC	205.44.6200.453.40040	396.60
CULLIGAN	157011438908X10312022	10/31/2022	softener salt	205.44.6200.453.60016	315.48
CULLIGAN	157011438908X10312022	10/31/2022	softener salt	205.44.6200.453.60016	78.87
XCEL ENERGY	799408580	10/31/2022	Aquatic center electric charges	205.44.6200.453.40010	10,467.03
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 145fy6fd0 Burge...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	54.62
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1f6jw2ee2 Stier,...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	83.89
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1u83k3c71 Roac...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	38.95
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us lf8qs6jz3 Stier, P...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.40042	50.25
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm O'Connor,...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50070	196.23
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh O'Connor,...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	508.84
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh O'Connor,...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60016	127.21
WELLS FARGO CREDIT CARD ACH	Dick'S Clothing&Sporti Vandeh...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	95.92
WELLS FARGO CREDIT CARD ACH	Maddens On Gull Lake Hofmeis...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50065	352.20
WELLS FARGO CREDIT CARD ACH	Maddens On Gull Lake Hofmeis...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50065	-352.20
WELLS FARGO CREDIT CARD ACH	Medpro Waste Disposal O'Con...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.40025	107.89
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park Hofme...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50080	255.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park Hofme...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50080	45.00

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Reach Sports Marketing O'Conn...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50070	420.00
WELLS FARGO CREDIT CARD ACH	Target 00023903 Abrahams...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	20.49
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Roach, ...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.60065	35.18
WELLS FARGO CREDIT CARD ACH	Zumba Fitness Crary, Amy WF 9...	10/31/2022	Wells Fargo Purchase Cards	205.44.6200.453.50070	38.99
PERFECTION PLUS, INC	114520	11/03/2022	Sept 2022 cleaning & sanitizing	205.44.6200.453.40040	8,657.70
OWENS COMPANIES	31394	11/03/2022	feeder line thru VMCC for cooli...	205.44.6200.453.40040	14,600.00
PUSH PEDAL PULL	345185	11/03/2022	strength/weight machines repair	205.44.6200.453.40042	153.99
INNOVATIVE OFFICE SOLUTIONS	SUM-069981	11/03/2022	Planners & wireless mouse for ...	205.44.6200.453.60065	191.40
Fund 205 - COMMUNITY CENTER Total:					185,793.33
Fund: 290 - EDA OPERATING					
WELLS FARGO CREDIT CARD ACH	Decc Rand, Heat WF 9/22	10/31/2022	Wells Fargo Purchase Cards	290.45.3000.419.50080	30.00
WELLS FARGO CREDIT CARD ACH	Minnesota Commercial A Rand,...	10/31/2022	Wells Fargo Purchase Cards	290.45.3000.419.50080	55.00
Fund 290 - EDA OPERATING Total:					85.00
Fund: 402 - PARK ACQ. & DEV. FUND					
RIVARD STONE, INC.	107852	10/26/2022	3 memorial benches & 2 for Vis...	402.44.6000.451.60065	4,500.00
RIVARD STONE, INC.	107852	10/26/2022	3 memorial benches & 2 for Vis...	402.44.6000.451.60065	2,600.00
M & J SERVICES, LLC	2643	10/26/2022	pad set for memorial bench	402.44.6000.451.30700	700.00
WSB & ASSOCIATES, INC.	R-021133-000-2	10/20/2022	NWA pocket parks - Peltier	402.44.6000.451.30700	2,708.16
WSB & ASSOCIATES, INC.	R-021133-000-2	10/20/2022	NWA pocket parks - Peltier	402.44.6000.451.30700	2,708.16
WELLS FARGO CREDIT CARD ACH	Target 00023903 Lares, Ada...	10/31/2022	Wells Fargo Purchase Cards	402.44.6000.451.70600	70.85
KIMLEY-HORN & ASSOCIATES, I...	22492668	11/03/2022	Vista Pines Trail Feasibility & De...	402.44.6000.451.30700	1,275.00
MAX STEININGER, INC.	9/27/2022	11/03/2022	Project 2021-12, Pay Voucher ...	402.44.6000.451.80300	13,219.39
Fund 402 - PARK ACQ. & DEV. FUND Total:					27,781.56
Fund: 404 - SEWER CAPITAL-CONNECTION FUND					
METROPOLITAN COUNCIL	10/6/2022	10/20/2022	Monthly SAC fees 9.2022	404.217.2170000	19,880.00
Fund 404 - SEWER CAPITAL-CONNECTION FUND Total:					19,880.00
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	13074.00-18	10/26/2022	Design services on 117th by SRF	436.73.5900.736.30300	3,762.11
Fund 436 - 117TH STREET RECONSTRUCTION Total:					3,762.11
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
BOLTON & MENK, INC.	299141	10/13/2022	Preliminary Design and Feasibili...	440.74.5900.740.30300	1,147.50
BOLTON & MENK, INC.	299141	10/13/2022	Grant Submittals (Barr Engineer...	440.74.5900.740.30300	2,417.25
BOLTON & MENK, INC.	299320	10/17/2022	Consultant Construction Services	440.74.5900.740.30300	6,441.19
BOLTON & MENK, INC.	299322	10/17/2022	Tyne Lane Construction Services	440.74.5900.740.30300	6,441.18
SHORT ELLIOTT HENDRICKSON, ...	435331	10/26/2022	SEH feasibility work on Cheney/...	440.74.5900.740.30300	650.21
SHORT ELLIOTT HENDRICKSON, ...	435332	10/26/2022	SEH feasibility work on 22-09L	440.74.5900.740.30300	939.31
BOLTON & MENK, INC.	290117	10/20/2022	Consultant Feasibility Services	440.74.5900.740.30300	4,586.70
BOLTON & MENK, INC.	290119	10/20/2022	Consultant Feasibility Study	440.74.5900.740.30300	2,933.70
BOLTON & MENK, INC.	290137	10/20/2022	Dawn Way Feasibility Consultan...	440.74.5900.740.30300	1,892.00
BOLTON & MENK, INC.	8/25/2022	10/20/2022	Dawn Way Feasibility Consultan...	440.74.5900.740.30300	15,128.00
ST. PAUL PIONEER PRESS	822492124	10/20/2022	Notice of Pblc Hearing Carleda ...	440.74.5900.740.50025	220.90
PEARSON BROTHERS, INC.	9/19/2022	10/20/2022	Project 2022-09B - Pay Voucher...	440.74.5900.740.40046	234,828.02
ST. PAUL PIONEER PRESS	922572521	10/20/2022	71493204 Public Hearing 2022-...	440.74.5900.740.50025	475.64
ST. PAUL PIONEER PRESS	922572521	10/20/2022	71493176 Public Hearing 2022....	440.74.5900.740.50025	246.75
ST. PAUL PIONEER PRESS	922572521	10/20/2022	71493182 Public Hearing Tyne ...	440.74.5900.740.50025	303.15
ST. PAUL PIONEER PRESS	922572521	10/20/2022	71493175 Public Hearing 2022-...	440.74.5900.740.50025	234.06
AMERICAN ENGINEERING TEST...	INV-097587	10/24/2022	Project Testing Services	440.74.5900.740.30300	1,818.50
KIMLEY-HORN & ASSOCIATES, I...	22437050	10/26/2022	consulting services Carleda Way	440.74.5900.740.30300	4,610.99
MCNAMARA CONTRACTING INC	9/30/2022	10/26/2022	Project 2022-09K, Pay Voucher...	440.74.5900.740.80300	625,712.80
WSB & ASSOCIATES, INC.	R-019066-000-9	10/26/2022	Feasibility Carmen/Claude WSB	440.74.5900.740.30300	5,592.50
WSB & ASSOCIATES, INC.	R-019067-000-11	10/26/2022	Akron/50th Construction Mana...	440.74.5900.740.30300	10,350.00
KIMLEY-HORN & ASSOCIATES, I...	160509029-0922	11/03/2022	Construction Staking	440.74.5900.740.30300	3,369.50
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					930,339.85
Fund: 441 - STORM WATER OPERATING					
ADVANCED ENGINEERING AND ...	83448	10/11/2022	Progres Billing-Utility Rate Study..	441.74.5900.741.30700	1,295.20
M & J SERVICES, LLC	2644	10/17/2022	Storm sewer patch and repairs	441.74.5900.741.40066	1,525.00
M & J SERVICES, LLC	2646	10/17/2022	Storm sewer patch and repairs	441.74.5900.741.40066	2,035.00
M & J SERVICES, LLC	2647	10/17/2022	Storm sewer patch and repairs	441.74.5900.741.40066	1,280.00

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
M & J SERVICES, LLC	2650	10/24/2022	Storm sewer patch and repairs	441.74.5900.741.40066	3,190.00
E-IGHWMO	2202	10/26/2022	Member City Fees for E-IGHW...	441.74.5900.741.50070	1,609.00
KIMLEY-HORN & ASSOCIATES, I...	22515529	10/26/2022	Consultant on MS4 compliance...	441.74.5900.741.30300	2,120.00
ADVANCED ENGINEERING AND ...	82752	10/26/2022	Progres Billing-Utility Rate Study..	441.74.5900.741.30700	2,055.73
M & J SERVICES, LLC	2656	10/31/2022	Storm sewer patch and repairs	441.74.5900.741.40066	2,662.00
XCEL ENERGY	799408580	10/31/2022	Storm water electric charges	441.74.5900.741.40020	983.88
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Jackso...	10/31/2022	Wells Fargo Purchase Cards	441.74.5900.741.40066	147.50
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Reller, ...	10/31/2022	Wells Fargo Purchase Cards	441.74.5900.741.40066	32.98
M & J SERVICES, LLC	2612	11/03/2022	Storm sewer patch and repairs	441.74.5900.741.40066	4,575.00
M & J SERVICES, LLC	2613	11/03/2022	Storm sewer patch and repairs	441.74.5900.741.40066	4,455.00
M & J SERVICES, LLC	2614	11/03/2022	Storm sewer patch and repairs	441.74.5900.741.40066	1,710.00
Fund 441 - STORM WATER OPERATING Total:					29,676.29

Fund: 444 - PARK CAPITAL REPLACEMENT

HOISINGTON KOEGLER GROUP ...	021-002-19	10/13/2022	Sept 2022 SV/NV work	444.44.5900.744.30700	6,436.25
Fund 444 - PARK CAPITAL REPLACEMENT Total:					6,436.25

Fund: 446 - NW AREA CAPITAL PROJECTS

BOLTON & MENK, INC.	299319	10/17/2022	Consultant Construction Services	446.74.5900.746.30300	89.00
BOLTON & MENK, INC.	290116	10/20/2022	Construction Inspection Services	446.74.5900.746.30300	2,227.50
BOLTON & MENK, INC.	8/25/2022	10/20/2022	Consultant Construction Services	446.74.5900.746.30300	267.00
KIMLEY-HORN & ASSOCIATES, I...	22492668	11/03/2022	construction phase consultant s...	446.74.5900.746.30300	35,541.38
Fund 446 - NW AREA CAPITAL PROJECTS Total:					38,124.88

Fund: 448 - STORM WATER CAPITAL-NWA

NEWMARK PARTNERS LP	312204-001	11/04/2022	Easement Acquisition Appraisal ...	448.74.5900.748.80100	3,000.00
EMMONS & OLIVIER RESOURCES	00095-0066-16	10/26/2022	NW Area regional basin modeli...	448.74.5900.748.30300	1,515.00
EMMONS & OLIVIER RESOURCES	00095-0078-4	10/26/2022	NWA Stormwater Model Updat...	448.74.5900.748.30300	567.00
STANTEC CONSULTING SERVICE...	1984335	10/26/2022	Asbuilts on Trunk Storm Force...	448.74.5900.748.30300	653.50
KIMLEY-HORN & ASSOCIATES, I...	22551318	10/26/2022	Kimley-Horn Drainage on Argen...	448.74.5900.748.30300	1,131.00
WELLS FARGO CREDIT CARD ACH	Simplifile.Com Kiernan, R WF 9/...	10/31/2022	Wells Fargo Purchase Cards	448.74.5900.748.80100	52.33
WELLS FARGO CREDIT CARD ACH	Simplifile.Com Kiernan, R WF 9/...	10/31/2022	Wells Fargo Purchase Cards	448.74.5900.748.80100	52.33
WELLS FARGO CREDIT CARD ACH	Simplifile.Com Kiernan, R WF 9/...	10/31/2022	Wells Fargo Purchase Cards	448.74.5900.748.80100	52.33
WELLS FARGO CREDIT CARD ACH	Simplifile.Com Kiernan, R WF 9/...	10/31/2022	Wells Fargo Purchase Cards	448.74.5900.748.80100	52.33
Fund 448 - STORM WATER CAPITAL-NWA Total:					7,075.82

Fund: 451 - HOST COMMUNITY FUND

WEST ST. PAUL, CITY OF	2022-00000158	11/12/2022	3rd QTR 2022 volunteer services	451.75.5900.751.10100	4,271.42
Fund 451 - HOST COMMUNITY FUND Total:					4,271.42

Fund: 501 - WATER OPERATING FUND

ADVANCED ENGINEERING AND ...	83448	10/11/2022	Progress Billing-Utility Rate Stu...	501.50.7100.512.30700	2,590.40
CORE & MAIN LP	R759711	10/20/2022	water meter support	501.50.7100.512.75500	2,500.00
CORE & MAIN LP	R768639	10/20/2022	return bypass pipes	501.50.7100.512.75500	-1,155.00
GOPHER STATE ONE-CALL	2090487	10/20/2022	locate tickets	501.50.7100.512.30700	858.60
CITY OF BLOOMINGTON	21156	10/20/2022	Water samples 8.2022	501.50.7100.512.30700	494.00
MID CITY SERVICES, INC.	233072	10/20/2022	Rugs for water treatment	501.50.7100.512.40065	52.35
PUMP AND METER SERVICE INC	526792	10/20/2022	Fuel tank test.	501.50.7100.512.40040	872.90
ST. PAUL PIONEER PRESS	922492124	10/20/2022	Ord #1434 Temporary Water M...	501.50.7100.512.50030	121.26
CORE & MAIN LP	R702762	10/20/2022	meter couplings	501.50.7100.512.75500	730.65
CORE & MAIN LP	R703127	10/20/2022	new water meters	501.50.7100.512.75500	4,998.33
FIRST IMPRESSION GROUP	130300	10/26/2022	Water report	501.50.7100.512.50032	1,085.00
ADVANCED ENGINEERING AND ...	82752	10/26/2022	Progress Billing-Utility Rate Stu...	501.50.7100.512.30700	4,111.46
PIEKARSKI-KRECH, ROSEMARY	10/28/2022	10/28/2022	Less: sales tax refund permit 22...	501.207.2070300	-7.40
PIEKARSKI-KRECH, ROSEMARY	10/28/2022	10/28/2022	Hydrant permit refund #2211	501.227.2270100	1,500.00
PIEKARSKI-KRECH, ROSEMARY	10/28/2022	10/28/2022	Less: hydrant use refund permit...	501.50.0000.3813000	-103.86
XCEL ENERGY	799408580	10/31/2022	Water natural gas charges	501.50.7100.512.40010	2,013.84
XCEL ENERGY	799408580	10/31/2022	Water electric charges	501.50.7100.512.40020	34,616.21
WELLS FARGO CREDIT CARD ACH	Best Western St Cloud Johnson,...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.50080	216.24
WELLS FARGO CREDIT CARD ACH	Canal Park Lodge Kramer, Er WF...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.50080	295.10
WELLS FARGO CREDIT CARD ACH	Chegg Order Kramer, Er WF 9/...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	134.52
WELLS FARGO CREDIT CARD ACH	Chegg Order Kramer, Er WF 9/...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	134.52
WELLS FARGO CREDIT CARD ACH	Chegg Order Kramer, Er WF 9/...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	-134.52
WELLS FARGO CREDIT CARD ACH	Chegg Order Kramer, Er WF 9/...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	-134.52

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Factr75238861286 Kramer, Er ...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	150.00
WELLS FARGO CREDIT CARD ACH	Factr75298355286 Kramer, Er ...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	150.00
WELLS FARGO CREDIT CARD ACH	Gertens Commercial Sal Johnso...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40046	134.70
WELLS FARGO CREDIT CARD ACH	In Utility Technologi Kramer, Er...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.75500	523.75
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Gubas...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40040	60.92
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Gubas...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60016	148.56
WELLS FARGO CREDIT CARD ACH	Red Wing Shoe #728 Johnson, ...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60045	220.99
WELLS FARGO CREDIT CARD ACH	Sp Atoms Kramer, Er WF 9/22	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	200.00
WELLS FARGO CREDIT CARD ACH	Sp Atoms Kramer, Er WF 9/22 CR	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	-200.00
WELLS FARGO CREDIT CARD ACH	Sun Basket Kramer, Er WF 9/22	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	200.00
WELLS FARGO CREDIT CARD ACH	Sun Basket Kramer, Er WF 9/22	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60065	300.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Gubash,..	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60016	104.79
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Johnso...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60016	54.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Johnso...	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60016	28.85
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Gubash,..	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.40040	89.97
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Gubash,..	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60016	14.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Gubash,..	10/31/2022	Wells Fargo Purchase Cards	501.50.7100.512.60016	54.98
HAWKINS, INC.	6305745	11/03/2022	Chemicals	501.50.7100.512.60019	1,861.00
Fund 501 - WATER OPERATING FUND Total:					59,888.56

Fund: 502 - SEWER OPERATING FUND

ADVANCED ENGINEERING AND ...	83448	10/11/2022	Progress Billing-Utility Rate Stu...	502.51.7200.514.30700	2,590.40
ADVANCED ENGINEERING AND ...	82752	10/26/2022	Progress Billing-Utility Rate Stu...	502.51.7200.514.30700	4,111.45
DAKOTA ELECTRIC ASSN	200010048618 10/22	10/31/2022	Electric	502.51.7200.514.40020	131.62
XCEL ENERGY	799408580	10/31/2022	Sewer natural gas charges	502.51.7200.514.40010	87.89
XCEL ENERGY	799408580	10/31/2022	Sewer electric charges	502.51.7200.514.40020	1,813.90
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1v71c3b51 Kra...	10/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60045	57.30
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1v7im2bw1 Kra...	10/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60045	25.86
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Dj85j4nu3 Kram...	10/31/2022	Wells Fargo Purchase Cards	502.51.7200.514.60016	18.00
SCHLOMKA'S VAC TRUCK SERVI...	11425	11/03/2022	Clean out lift station	502.51.7200.514.40043	1,419.25
SCHLOMKA'S VAC TRUCK SERVI...	11532	11/03/2022	Clean out lift station	502.51.7200.514.40043	2,100.00
Fund 502 - SEWER OPERATING FUND Total:					12,355.67

Fund: 503 - INVER WOOD GOLF COURSE

WINFIELD SOLUTIONS, LLC	65243868	09/29/2022	EOP credit, pesticide account	503.52.8600.527.60035	-708.93
MTI DISTRIBUTING CO	1366781-00	10/11/2022	equipment repair	503.52.8600.527.40042	366.44
MANSFIELD OIL COMPANY	23675179	10/20/2022	cart fuels	503.52.8400.525.60021	1,722.65
YAMAHA GOLF & UTILITY, INC.	01-258794	10/13/2022	cart parts	503.52.8400.525.40041	446.69
TRI-STATE BOBCAT INC.	P83628	10/13/2022	Cordless Tool	503.52.8600.527.60040	425.00
UNIFIRST CORPORATION	900725603	10/17/2022	uniforms/towels	503.52.8600.527.60045	144.71
TITLEIST	100094710	10/20/2022	late fees from spring invoices	503.52.8200.523.76200	35.77
PLAISTED COMPANIES, INC.	56147	10/20/2022	golf course supplies sand	503.52.8600.527.60020	1,163.86
SCHAEFFER MFG CO	HV4309-INV1	10/26/2022	lubricants	503.52.8600.527.60022	225.18
UNIFIRST CORPORATION	900726981	10/24/2022	uniforms/towels	503.52.8600.527.60045	144.71
M. AMUNDSON LLP	350996	10/25/2022	snacks for resale	503.52.8300.524.76050	300.84
SHAMROCK GROUP	2821483	10/26/2022	ice for beverages	503.52.8300.524.76100	154.25
PHILLIPS WINE & SPIRITS	6456284	10/26/2022	alcohol for resale	503.52.8300.524.76150	193.40
PHILLIPS WINE & SPIRITS	6461304	10/26/2022	late fee on invoices	503.52.8300.524.76150	3.11
PHILLIPS WINE & SPIRITS	6472052	10/26/2022	alcohol for resale	503.52.8300.524.76150	30.60
PERFORMANCE FOOD GROUP I...	66232841	10/26/2022	supplies	503.52.8300.524.60065	190.65
PERFORMANCE FOOD GROUP I...	66232841	10/26/2022	food for resale	503.52.8300.524.76050	791.91
HEGGIES PIZZA	351755	10/27/2022	pizza for resale	503.52.8300.524.76050	84.00
SHAMROCK GROUP	2830726	10/29/2022	ice for beverage resale	503.52.8300.524.76100	135.80
DAKOTA ELECTRIC ASSN	200002013605 10/22	10/31/2022	Electric	503.52.8600.527.40020	263.38
XCEL ENERGY	799408580	10/31/2022	GC natural gas charges	503.52.8500.526.40010	69.30
XCEL ENERGY	799408580	10/31/2022	GC electric charges	503.52.8500.526.40020	1,658.81
XCEL ENERGY	799408580	10/31/2022	GC maintenance natural gas cha...	503.52.8600.527.40010	50.93
XCEL ENERGY	799408580	10/31/2022	GC maintenance electric charges	503.52.8600.527.40020	4,305.80
UNIFIRST CORPORATION	900728311	10/31/2022	uniforms/towels	503.52.8600.527.60045	144.71
WELLS FARGO CREDIT CARD ACH	Cub Foods #1695 Moynihan, W...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76050	28.77
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Otness, ...	10/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.60065	44.93
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac Otness, ...	10/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.60065	19.28

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Jirik Sod Farm Felix, Ken WF 9/22	10/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60020	164.54
WELLS FARGO CREDIT CARD ACH	Kwik Trip 66200006627 Moyni...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76050	5.37
WELLS FARGO CREDIT CARD ACH	Kwik Trip 66200006627 Moyni...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76050	5.37
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M Lage, T...	10/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60012	167.40
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6384 Moynih...	10/31/2022	Wells Fargo Purchase Cards	503.52.8000.521.60010	28.91
WELLS FARGO CREDIT CARD ACH	Reeds Sales And Servic Felix, Ke...	10/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60022	139.29
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 Moynihan, W...	10/31/2022	Wells Fargo Purchase Cards	503.52.8000.521.60010	64.19
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 Moynihan, W...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.60065	12.61
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 Moynihan, W...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.60065	13.37
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 Moynihan, W...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76050	122.96
WELLS FARGO CREDIT CARD ACH	Sentext Solutions Moynihan, ...	10/31/2022	Wells Fargo Purchase Cards	503.52.8500.526.50025	168.50
WELLS FARGO CREDIT CARD ACH	Target 00025197 Moynihan,...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.60065	6.20
WELLS FARGO CREDIT CARD ACH	Target 00025197 Moynihan,...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.60065	20.98
WELLS FARGO CREDIT CARD ACH	Target 00025197 Moynihan,...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.60065	16.38
WELLS FARGO CREDIT CARD ACH	Target 00025197 Moynihan,...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76100	20.26
WELLS FARGO CREDIT CARD ACH	Target 00025197 Moynihan,...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76100	32.94
WELLS FARGO CREDIT CARD ACH	Target 00025197 Moynihan,...	10/31/2022	Wells Fargo Purchase Cards	503.52.8300.524.76100	8.20
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Felix, K...	10/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60012	105.83
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Lage, T...	10/31/2022	Wells Fargo Purchase Cards	503.52.8600.527.60012	141.95
SAVATREE	10055869	11/03/2022	outside labor,tree care	503.52.8600.527.50045	501.34
MTI DISTRIBUTING CO	1366649-00	11/03/2022	equipment repair	503.52.8600.527.40042	702.26
MTI DISTRIBUTING CO	1366649-01	11/03/2022	equipment repair	503.52.8600.527.40042	5.25
COVERALL OF THE TWIN CITIES ...	1590022136	11/03/2022	Nov Club House cleaning svc	503.52.8500.526.40040	1,124.81
SUPERIOR TURF SERVICES INC	2691	11/03/2022	pesticide	503.52.8600.527.60035	665.24
WINFIELD SOLUTIONS, LLC	65260398	11/03/2022	pesticide, snow mold	503.52.8600.527.60035	12,470.18
WINFIELD SOLUTIONS, LLC	65260400	11/03/2022	pesticide snow mold	503.52.8600.527.60035	677.06
BIG TOP RENTAL, INC.	71046	11/03/2022	rental bathrooms	503.52.8600.527.40065	149.98
INNOVATIVE OFFICE SOLUTIONS	SUM-069981	11/03/2022	Golf course office supplies	503.52.8500.526.60010	55.90
Fund 503 - INVER WOOD GOLF COURSE Total:					30,033.82

Fund: 603 - CENTRAL EQUIPMENT

NORTH AMERICAN TRAILER SAL...	30004196784	10/10/2022	Dump Truck, battery	603.00.5300.444.40041	369.54
INVER GROVE FORD	5321153	10/10/2022	2030 Squad Part	603.00.5300.444.40041	274.61
UNIFIRST CORPORATION	900724246	10/10/2022	Shop rentals	603.00.5300.444.40065	160.66
UNIFIRST CORPORATION	900724246	10/10/2022	Uniforms - CE	603.00.5300.444.60045	32.62
FROST INC.	10485	10/11/2022	526-A Painter parts	603.00.5300.444.40042	88.80
EMERGENCY APPARATUS MAIN...	124970	10/26/2022	Fire truck repair	603.00.5300.444.40041	1,894.77
INVER GROVE FORD	5321191	10/11/2022	2030 Squad trim	603.00.5300.444.40041	132.83
INVER GROVE FORD	5321202	10/11/2022	Air Duct pipe	603.00.5300.444.40041	145.00
INVER GROVE FORD	6376854	10/11/2022	Fire Truck repairs	603.00.5300.444.40041	5,293.28
FACTORY MOTOR PARTS COMP...	1-8069593	10/12/2022	Stock Filters	603.140.1450050	74.52
THE REINALT- THOMAS CORPO...	6182839	10/26/2022	unmarked squad tires	603.00.5300.444.60014	744.12
KIMBALL MIDWEST	100389735	10/13/2022	Fastener	603.00.5300.444.60012	194.94
INVER GROVE FORD	5321322	10/13/2022	802 Brake parts.	603.00.5300.444.40041	459.04
INVER GROVE FORD	5321323	10/13/2022	Stock Air cleaner.	603.140.1450050	45.45
INVER GROVE FORD	5321356	10/13/2022	1602 Unmarked Squad Part	603.00.5300.444.40041	53.13
DIESEL COMPONENTS, INC.	D000027947	10/13/2022	B32 Fire Truck	603.00.5300.444.40041	65.39
DIESEL COMPONENTS, INC.	D000027966	10/13/2022	B13 Fire Truck	603.00.5300.444.40041	82.74
MACQUEEN EMERGENCY GRO...	P07838	10/13/2022	Fire Truck part	603.00.5300.444.40041	731.94
CUSTOM HOSE TECH	113552	10/26/2022	Mower Part	603.00.5300.444.40042	15.92
MN GLOVE & SAFETY, INC.	337353	10/26/2022	New Mechanics Winter gear	603.00.5300.444.60045	487.96
THE REINALT- THOMAS CORPO...	406	10/14/2022	Tires	603.00.5300.444.60014	406.00
NUSS TRUCK AND EQUIPMENT	4726685P	10/26/2022	Dump Truck level valve	603.00.5300.444.40041	53.22
UNIFIRST CORPORATION	900725564	10/17/2022	Shop rentals	603.00.5300.444.40065	137.26
UNIFIRST CORPORATION	900725564	10/17/2022	Uniforms - CE	603.00.5300.444.60045	87.12
MACQUEEN EMERGENCY GRO...	P07857	10/26/2022	Regulator for fire truck	603.00.5300.444.40041	333.66
NUSS TRUCK AND EQUIPMENT	4723859P	10/26/2022	Brake Parts	603.00.5300.444.40041	363.30
NUSS TRUCK AND EQUIPMENT	4726862P	10/26/2022	Truck Parts	603.00.5300.444.40041	424.56
INVER GROVE FORD	5321518	10/18/2022	2030 Squad parts	603.00.5300.444.40041	25.74
INVER GROVE FORD	5321520	10/18/2022	2026 Squad Drain Plug Part	603.00.5300.444.40041	14.76
MACQUEEN EMERGENCY GRO...	W04728	10/26/2022	Fire truck repairs	603.00.5300.444.40041	1,084.29

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION	4134841382	10/19/2022	rugs for PW	603.00.5300.444.40065	99.25
MACQUEEN EQUIPMENT INC	P45437	10/19/2022	403 Vac Truck Parts	603.00.5300.444.40041	50.21
PRECISE MRM	001-1671625	10/20/2022	Stock Spinner motor for sanders.	603.140.1450050	429.45
PRECISE MRM	001-1672859	10/20/2022	Painter repairs	603.00.5300.444.40042	27.80
FACTORY MOTOR PARTS COMP... 1-230512		10/20/2022	Stock Batteries	603.140.1450050	287.92
MANSFIELD OIL COMPANY	23647873	10/20/2022	Diesel fuel	603.140.1450060	1,730.86
MANSFIELD OIL COMPANY	23647874	10/20/2022	Diesel Fuel	603.140.1450060	7,286.29
MANSFIELD OIL COMPANY	23647875	10/20/2022	Unleaded gas.	603.140.1450060	13,902.64
NORTH AMERICAN TRAILER SAL... 30004196042		10/20/2022	Dump Truck	603.00.5300.444.40041	324.68
TOWMASTER TRAILERS INC	451188	10/20/2022	Camera monitor - Dump Truck	603.00.5300.444.40041	295.58
PUMP AND METER SERVICE INC	521529	10/20/2022	ELLD function test	603.00.5300.444.40040	453.40
PUMP AND METER SERVICE INC	526729	10/20/2022	5300 Get water out of unleaded...	603.00.5300.444.40040	1,221.43
NORTHLAND CHEMICAL CORP	9730	10/20/2022	Shop supplies	603.00.5300.444.60012	249.68
MACQUEEN EMERGENCY GRO... P07794		10/20/2022	Fire Truck light repairs	603.00.5300.444.40041	334.28
MACQUEEN EMERGENCY GRO... P07879		10/21/2022	Fire Truck Parts	603.00.5300.444.40041	87.53
WORLD FUEL SERVICES	322983302657-41801	10/24/2022	Stock Washer fluid	603.140.1450050	131.45
WORLD FUEL SERVICES	323126683218-41801	10/24/2022	Stock Oil	603.140.1450050	1,037.50
WORLD FUEL SERVICES	323129113397-41801	10/24/2022	535 Mower Broom	603.00.5300.444.40042	153.72
UNIFIRST CORPORATION	900726938	10/24/2022	Shop rentals	603.00.5300.444.40065	154.06
UNIFIRST CORPORATION	900726938	10/24/2022	Uniforms - CE	603.00.5300.444.60045	32.62
TRI-STATE BOBCAT INC.	P84229	10/24/2022	520 air cleaner filters	603.00.5300.444.40042	320.30
MTI DISTRIBUTING CO	1366709-00	10/26/2022	Mower Tire/Rim	603.00.5300.444.40042	420.06
CLAREY'S SAFETY EQUIPMENT	202095	10/26/2022	First Aid Supplies	603.00.5300.444.40065	248.30
MID CITY SERVICES, INC.	233073	10/26/2022	Rugs for PW	603.00.5300.444.40065	99.25
WORLD FUEL SERVICES	318696466901-41801	10/26/2022	Stock oil	603.140.1450050	1,074.17
ARROW PEST CONTROL	9251	10/26/2022	Pest control services	603.00.5300.444.40040	79.27
EMERGENCY APPARATUS MAIN... 124960		10/27/2022	L35 Fire Truck repairs/mainten...	603.00.5300.444.40041	1,996.87
EMERGENCY APPARATUS MAIN... 124961		10/27/2022	L13 Fire Truck repairs	603.00.5300.444.40041	2,454.91
EMERGENCY APPARATUS MAIN... 125419		10/27/2022	T34 Fire Truck repairs/mainten...	603.00.5300.444.40041	948.70
EMERGENCY APPARATUS MAIN... 125487		10/27/2022	E17 Fire Truck repairs	603.00.5300.444.40041	771.35
MACQUEEN EMERGENCY GRO... W04598		10/27/2022	E33 Fire Truck repairs/mainten...	603.00.5300.444.40041	1,944.66
WORLD FUEL SERVICES	324324761465-41801	10/28/2022	#564 Parks Power Rake	603.00.5300.444.40042	159.68
POMP'S TIRE SERVICE, INC.	980099681	10/28/2022	E21 Fire truck tires	603.00.5300.444.60014	2,337.00
XCEL ENERGY	799408580	10/31/2022	PW natural gas charges	603.00.5300.444.40010	95.56
XCEL ENERGY	799408580	10/31/2022	PW electric charges	603.00.5300.444.40020	2,165.44
POMP'S TIRE SERVICE, INC.	980099527	10/31/2022	321 Dump Truck	603.00.5300.444.60014	2,671.86
WELLS FARGO CREDIT CARD ACH Batteries Plus - #0030 Hawkins, ...		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	108.60
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Jackson,...		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	60.52
WELLS FARGO CREDIT CARD ACH Northern Tool Equipmnt Jackso...		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	-199.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	53.08
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	101.88
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	62.02
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	15.76
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	15.55
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	42.40
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	136.45
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	311.00
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	62.68
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	64.42
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	45.98
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.60012	14.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.140.1450050	309.00
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.140.1450050	19.45
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.140.1450050	137.88
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.140.1450050	420.12
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.140.1450050	25.12
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	-101.88
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40042	-30.00
WELLS FARGO CREDIT CARD ACH The Corner Store Bergum, Er WF..		10/31/2022	Wells Fargo Purchase Cards	603.00.5300.444.40041	150.00
KIMBALL MIDWEST	100451304	11/03/2022	Shop Supplies	603.00.5300.444.60012	40.75

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIMBALL MIDWEST	100452581	11/03/2022	Shop Supplies	603.00.5300.444.60012	114.75
KIMBALL MIDWEST	100455307	11/03/2022	Shop Supplies	603.00.5300.444.60012	71.88
METRO JANITORIAL SUPPLY INC	11015788	11/03/2022	Shop supplies	603.00.5300.444.60012	304.73
PERFECTION PLUS, INC	114520	11/03/2022	Sept 2022 cleaning & sanitizing	603.00.5300.444.40040	766.62
HYDRA POWER HYDRAULICS, I...	24315	11/03/2022	526-A Painter repair	603.00.5300.444.40042	66.00
TOWMASTER TRAILERS INC	453253	11/03/2022	302 Dump Truck Parts	603.00.5300.444.40041	12.31
NUSS TRUCK AND EQUIPMENT	4728613P	11/03/2022	323 Dump Truck repairs/maint...	603.00.5300.444.40041	64.68
INVER GROVE FORD	5320885	11/03/2022	2128 Squad Brake Parts	603.00.5300.444.40041	142.84
INVER GROVE FORD	5320886	11/03/2022	2128 Squad Brake Parts	603.00.5300.444.40041	67.05
INVER GROVE FORD	5320918	11/03/2022	1602 Unmarked drivetrain parts	603.00.5300.444.40041	537.36
INVER GROVE FORD	5320927	11/03/2022	1832 Squad Brake Parts	603.00.5300.444.40041	192.95
THE REINALT- THOMAS CORPO...	6185515	11/03/2022	1603 Unmarked squad tires	603.00.5300.444.60014	722.00
INVER GROVE FORD	6370099	11/03/2022	E21 Fire Truck Repair	603.00.5300.444.40041	1,173.73
INVER GROVE FORD	6378342	11/03/2022	1603 Unmarked squad	603.00.5300.444.40041	209.95
KREMER SERVICES LLC	81927	11/03/2022	Dump truck spring repair	603.00.5300.444.40041	3,086.34
MACQUEEN EMERGENCY GRO...	P07921	11/03/2022	E33 Fire truck battery charger	603.00.5300.444.40041	1,230.80
MACQUEEN EMERGENCY GRO...	P07944	11/03/2022	E33 Fire Truck repairs/mainten...	603.00.5300.444.40041	203.51
Fund 603 - CENTRAL EQUIPMENT Total:					71,188.18

Fund: 604 - CENTRAL STORES

MARCO TECHNOLOGIES, LLC	32595007	10/20/2022	Printers	604.00.2200.416.40050	2,170.43
CDW GOVERNMENT INC	X102968	10/20/2022	Printers	604.00.2200.416.40050	147.44
INNOVATIVE OFFICE SOLUTIONS	SUM-069981	11/03/2022	City hall monthly office supplies...	604.00.2200.416.60010	1,456.84
Fund 604 - CENTRAL STORES Total:					3,774.71

Fund: 605 - CITY FACILITIES

OWENS COMPANIES	31489	10/20/2022	AHU #4 repairs	605.00.7500.460.40040	4,566.02
OWENS COMPANIES	31529	10/20/2022	snow melt boiler at FS	605.00.7500.460.40040	900.28
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12210	10/18/2022	August 2022 solar gardens	605.00.7500.460.40020	25,414.27
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-22210	10/26/2022	August 2022 solar gardens	605.00.7500.460.40020	8,931.94
HUEBSCH SERVICES	20181419	10/26/2022	lobby mats	605.00.7500.460.40065	166.74
GRAINGER	9485836952	10/20/2022	Fire stations air filters	605.00.7500.460.60016	172.32
GRAINGER	9486434948	10/20/2022	cleaning supply	605.00.7500.460.60011	8.33
GRAINGER	9486434948	10/20/2022	brass aerators	605.00.7500.460.60016	38.40
TWIN CITY GARAGE DOOR	Z213264	10/20/2022	FS #2 bi-fold door motor	605.00.7500.460.40040	630.00
GILBERT MECHANICAL CONTRA...	223314	10/21/2022	PD floor plan graphics	605.00.7500.460.40040	2,054.94
NASSEFF PLUMBING & HEATING..	45580	10/26/2022	PD quarterly PM	605.00.7500.460.40040	185.50
NASSEFF PLUMBING & HEATING..	45583	10/26/2022	FS #2 semi-annual PM	605.00.7500.460.40040	529.00
NASSEFF PLUMBING & HEATING..	45584	10/26/2022	WTP quarterly PM	605.00.7500.460.40040	92.50
NASSEFF PLUMBING & HEATING..	45585	10/26/2022	RV Maint Bldg annual PM	605.00.7500.460.40040	604.00
CINTAS CORPORATION	5129964928	10/24/2022	refill first aid supplies	605.00.7500.460.60065	237.74
CINTAS CORPORATION	5125862025	10/26/2022	CH first aid supplies	605.00.7500.460.60065	602.91
SHERWIN-WILLIAMS CO.	6019-1	10/26/2022	paint	605.00.7500.460.60016	283.84
NASSEFF PLUMBING & HEATING..	45684	10/27/2022	gas leak repair at RV Maint bldg	605.00.7500.460.40040	823.09
NASSEFF PLUMBING & HEATING..	45688	10/28/2022	PM repair work at RV Maint bldg	605.00.7500.460.40040	153.84
CULLIGAN	157985030228X10312022	10/31/2022	softener salt	605.00.7500.460.60016	65.55
XCEL ENERGY	799408580 CR	10/31/2022	Solar credits	605.46.0000.3653000	-37,167.45
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1f0gg76q1 Halve...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60011	34.20
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1f4424hc2 Halve...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60011	42.00
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1f5tm8gn2 Halv...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60011	24.14
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1f8h16pb0 Halv...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60011	49.99
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1m9u97vs1 Halv...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60011	21.67
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us 1m9u97vs1 Halv...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60011	11.88
WELLS FARGO CREDIT CARD ACH Culligan Water Of Igh O'Connor,...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	94.90
WELLS FARGO CREDIT CARD ACH Interstate All Battery Stier, Phi ...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	119.60
WELLS FARGO CREDIT CARD ACH Interstate All Battery Todd, Patr...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	239.20
WELLS FARGO CREDIT CARD ACH Interstate All Battery Todd, Patr...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	29.90
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Todd, ...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	105.84
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Todd, ...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	77.00
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Todd, ...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	64.90
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Todd, ...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	26.58
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Todd, ...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	213.37

Expense Approval Report

Payment Dates: 10/19/2022 - 11/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	8.97
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.40047	8.97
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	43.92
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	15.96
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60016	27.10
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60040	91.01
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60065	65.92
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		10/31/2022	Wells Fargo Purchase Cards	605.00.7500.460.60065	33.06
PERFECTION PLUS, INC	114520	11/03/2022	Sept 2022 cleaning & sanitizing	605.00.7500.460.40040	6,363.19
GRAINGER	9470430399	11/03/2022	light bulbs	605.00.7500.460.60016	339.60
Fund 605 - CITY FACILITIES Total:					17,446.63

Fund: 606 - TECHNOLOGY FUND

CDW GOVERNMENT INC	W585045	10/20/2022	Monitors	606.00.1400.413.60040	656.18
Fund 606 - TECHNOLOGY FUND Total:					656.18

Fund: 702 - ESCROW FUND

PINE BEND RNG LLC	9/16/2022	09/29/2022	Escrow Reduction #3 - Pine Ben...	702.229.2299903	321,311.70
ABSOLUTE TRAILER SALES INC	10/10/2022	10/20/2022	Trailer	702.229.2291000	9,798.73
DAKOTA CTY ADMINISTRATION...	10/12/2022	10/12/2022	Escrow Release - Dakota County...	702.229.2288603	3,311.03
EMMONS & OLIVIER RESOURCES	00095-0074-17	10/13/2022	Erosion and Sediment Inspection	702.229.2284803	858.88
EMMONS & OLIVIER RESOURCES	00095-0074-17	10/13/2022	Erosion and Sediment Inspection	702.229.2304103	498.25
NORTH LAKES INVESTMENT LLP	10/14/2022	10/20/2022	Escrow Reduction - Crossings at ..	702.229.2295403	88,204.30
CROSSINGS IGH LLC	10/14/2022	10/20/2022	LOC Reduction #2 - Crossings of ..	702.229.2301703	535,500.00
SHORT ELLIOTT HENDRICKSON, ...	435167	10/26/2022	Consultant design review&cons...	702.229.2307803	1,002.55
FIELDSTONE FAMILY HOMES	10/17/2022	10/17/2022	Escrow Release - 7385 Degrio ...	702.229.2299800	2,500.00
ETERNITY HOMES LLC	10/18/2022	10/18/2022	Escrow Refund - 7847 Austin Pa...	702.229.2299800	2,500.00
PETTY CASH - POLICE	10/5/2022	10/20/2022	title transfer- CN 22-1921	702.229.2291000	25.00
SOUTH EAST TOWING, Inc.	234765	10/20/2022	Towing	702.229.2291000	370.00
BOLTON & MENK, INC.	290118	10/20/2022	Construction Inspection Services	702.229.2304103	3,520.50
BOLTON & MENK, INC.	292107	10/20/2022	Construction Inspection Services	702.229.2304103	8,512.50
SHORT ELLIOTT HENDRICKSON, ...	433416	10/26/2022	AT&T site upgrades	702.229.2294902	1,930.35
SHORT ELLIOTT HENDRICKSON, ...	433417	10/26/2022	Plan review	702.229.2306403	1,386.15
SHORT ELLIOTT HENDRICKSON, ...	433418	10/26/2022	Consultant Design Review & Ins...	702.229.2307803	1,114.30
BOLTON & MENK, INC.	8/25/2022	10/20/2022	Construction Inspection	702.229.2304103	31,376.00
DAKOTA CTY ATTORNEY	9/30/2022	10/20/2022	CN: 18-003845 Forfeiture	702.229.2291000	551.00
ST. PAUL PIONEER PRESS	922572521	10/20/2022	71492589 Brian Friemann Rezon...	702.229.2307503	33.37
ST. PAUL PIONEER PRESS	922572521	10/20/2022	714493213 Bethesda Lutheran ...	702.229.2307603	42.30
ST. PAUL PIONEER PRESS	922572521	10/20/2022	714493211 Scott & Lou Brunfelt...	702.229.2308103	29.14
ETERNITY HOMES LLC	10/25/2022	10/25/2022	Escrow Refund - 9628 Carbon Ct...	702.229.2299800	2,500.00
EMMONS & OLIVIER RESOURCES	00095-0073-12	10/26/2022	review on drainage, reuse&irrig...	702.229.2288102	887.25
EMMONS & OLIVIER RESOURCES	00095-0074-16	10/26/2022	EOR erosion and sediment insp...	702.229.2284803	959.13
EMMONS & OLIVIER RESOURCES	00095-0074-16	10/26/2022	EOR erosion and sediment insp...	702.229.2304103	1,765.63
KIMLEY-HORN & ASSOCIATES, I...	22492725	10/26/2022	construction observation Highl...	702.229.2288102	5,342.39
BARR ENGINEERING COMPANY	23190328.22-7	10/26/2022	Stormwater review by BARR on ...	702.229.2306303	159.50
WELLS FARGO CREDIT CARD ACH Simplifile.Com Kiernan, R WF 9/...		10/31/2022	Wells Fargo Purchase Cards	702.229.2307303	52.33
EMMONS & OLIVIER RESOURCES	00095-0080-7	11/03/2022	EOR inverpoint (bldg 2) storm...	702.229.2297103	1,444.01
EMMONS & OLIVIER RESOURCES	00095-0080-7	11/03/2022	EOR inverpoint (bldg 4&5) stor...	702.229.2308903	2,265.75
Fund 702 - ESCROW FUND Total:					1,029,752.04

Grand Total: 3,075,053.22



Request for Council Action

SUBJECT: Personnel Actions

MEETING DATE: November 14, 2022
ITEM TYPE: Consent Agenda
CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

Full-time Employment:

Judy Wonick, Engineering Support Specialist (lateral transfer)
Jacob Weldon, Police Officer
Alexander Randall, Police Officer
Aryk Arndt, Police Officer

Seasonal/Temporary Employment:

Stacia Hamilton, Guest Service Worker
Claire Godfrey, Skate Instructor

Voluntary Resignations, Retirements and/or Terminations:

Christian Duncan, Lifeguard
Kenidee Goduto, Kids Rock Assistant
Nicole Cook, Rental and Code Compliance Coordinator
Jeffrey Benning, Police Officer (retirement)
Sean Folmar, Commander (retirement)

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the above-listed personnel actions.

ATTACHMENTS

None

Request for Council Action

SUBJECT: **Final Compensation Change Order, Final Pay Voucher, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2022-09B – Seal Coat**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting work and authorizing final payment for the 2022 Pavement Management Program, City Project No. 2022-09B – Seal Coat.

BACKGROUND

The 2022 seal coat project was ordered as part of the 2022 Pavement Management Program. On March 28, 2022, the contract was awarded to Pearson Brothers, Inc. in the amount of \$247,114.37.

The final Compensating Change Order (Change Order No. 1) reflects a reduction of \$3,327.60 to balance the contract amount with the work satisfactorily completed for final payment. This represents a reduction of 3.6% in the awarded contract value.

FISCAL IMPACT

The final payment of \$8,958.75 is below the approved budget. The project is funded through the Pavement Management Fund (Fund 440).

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting work and authorizing final payment for the 2022 Pavement Management Program, City Project No. 2022-09B – Seal Coat.

ATTACHMENTS

1. Resolution - Final Acceptance - 2022-09B
2. Engineer's Report of Acceptance - 2022-09B
3. Final Compensating Change Order - 2022-09B
4. Final Payment - 2022-09B

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

**RESOLUTION ACCEPTING WORK OF PEARSON BROS., INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$8,958.75**

CITY PROJECT NO. 2020-09B – SEAL COAT

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated March 28, 2022, Pearson Bros., Inc. satisfactorily completed improvements and appurtenances for 2022-09B – Seal Coat.

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

1. The work completed under this contract is hereby accepted and approved.
2. The Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2022-09B - SEAL COAT

November 14, 2022

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Pearson Bros., Inc.
The work consisted of a street seal coating project.

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

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

ORIGINAL CONTRACT PRICE	\$247,114.37
CHANGE ORDERS	\$(3,327.60)
FINAL CONTRACT AMOUNT	\$243,786.77
FINAL VALUE OF WORK	\$243,786.77
PREVIOUS PAYMENTS	\$234,828.02
BALANCE DUE	\$8,958.75

Sincerely,



Paul Merchlewicz, P.E.
City Engineer

FINAL COMPENSATING CHANGE ORDER NO. 1

2022 Pavement Management Program

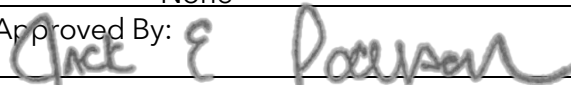
CITY PROJECT NO. 2022-09B - Seal Coat

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 14, 2022
Contractor: Pearson Bros., Inc. 11079 Lamont Ave N.E. Hanover, MN 55341-4063	Engineer: City of Inver Grove Heights

PURPOSE OF CHANGE ORDER

To balance the value of the work satisfactorily completed and total payments made to the Contractor.

Total Value of Work Completed to Date	\$243,786.77
Contract Amount to Date	\$247,114.37
Final Compensating Change Order Amount	\$(3,327.60)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$247,114.37	Original Contract Time: None
Previous Change Orders \$0.00	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$247,114.37	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$(3,327.60)	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$243,786.77	Contract Time with Approved Change None
Recommended By: 	Approved By: 
Nick Hahn, Senior Engineering Technician	Pearson Bros., Inc.

Approved By:



Paul Merchlewicz, City Engineer

Approved By:

Tom Bartholomew, Mayor

Date of Council Action:

November 14, 2022

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

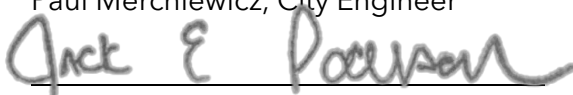
ESTIMATE NO: 2 (Final)
DATE: November 14, 2022
PERIOD ENDING: September 30, 2022
CONTRACT: 2022 Pavement Management Program
PROJECT NO: 2022-09B - Seal Coat

TO: Pearson Bros., Inc.
11079 Lamont Ave N.E.
Hanover, MN 55341-4063

Original Contract Amount.....\$247,114.37
Total Addition.....\$0.00
Total Deduction (Change Order No. 1).....\$(3,327.60)
Total Contract Amount.....\$243,786.77
Total Value of Work to Date.....\$243,786.77
Less Retained (0%).....\$0.00
Less Previous Payment\$234,828.02
Total Approved for Payment this Voucher.....\$8,958.75
Total Payments including this Voucher\$243,786.77

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through September 30, 2022.

Signed by:  November 14, 2022
Paul Merchlewicz, City Engineer
Signed by:  October 18th, 2022
Pearson Bros., Inc. Date
Signed by: _____ November 14, 2022
Tom Bartholomew, Mayor

Request for Council Action

SUBJECT: **Final Compensating Change Order, Final Pay Voucher, Engineers Report of Acceptance and Resolution Accepting Work for City Project 2020-06 Good Samaritan Pond (1301 50th St.)**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Mike Edwards, Sr Engineering Technician, 651.450.2575
 Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to approve the attached Resolution, accepting work and authorizing final payment for City Project 2020-06 Good Samaritan Pond (1301 50th St.), as well as the Engineer's Report of Final Acceptance and a Final Compensating Change Order.

BACKGROUND

The contract for City Project 2020-06 was awarded to Krueger Excavating, Inc. in the amount of \$301,439.00 on July 15, 2021. The Final Compensating Change Order (Change Order No. 1) reflects a reduction of \$21,115.48 to balance the contract amount with the work satisfactorily completed for final payment. This reduction results in the project coming in approximately 7% below the contract award value.

FISCAL IMPACT

Costs for this project have been previously authorized to be paid through the Storm Water Utility Fund (Fund 441) and Special Assessments to the benefiting properties.

RECOMMENDATION

Staff recommends approval of the attached Resolution and Final Compensating Change Order (Change Order No. 1) in the amount of (\$21,115.48).

ATTACHMENTS

1. Resolution - Final Acceptance - 2020-06
2. Final Acceptance - 2020-06
3. Final Compensating CO - 2020-06
4. Final Pay Voucher - 2020-06

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

**RESOLUTION ACCEPTING WORK OF KRUEGER EXCAVATING INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$23,660.15**

CITY PROJECT NO. 2020-06 – GOOD SAMARITAN POND (1301 50TH ST.)

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated July 26, 2021, Krueger Excavating Inc. satisfactorily completed improvements and appurtenances for City Project No. 2020-06 -Good Samaritan Pond (1301 50th St.).

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

1. The work completed under this contract is hereby accepted and approved
2. The Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

City Project No. 2020-06 -Good Samaritan Pond (1301 50th St.)

November 14, 2022

**TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA**

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Krueger Excavating Inc., for City Project No. 2020-06 -Good Samaritan Pond (1301 50th St.)

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

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

Original Contract Amount.....	\$301,439.00
Total Addition (Change Order No. 1-6)	\$0.00
Total Deduction (Change Order No. 7).....	(\$21,115.48)
Total Contract Amount	\$280,323.52
Total Value of Work to Date.....	\$280,323.52
Less Previous Payment	\$256,663.37
Total Approved for Payment this Voucher.....	\$23,660.15
Total Payments including this Voucher	\$280,323.52

Sincerely,



Brian Connolly, PE
Public Works Director

**CHANGE ORDER NO. 1
FINAL COMPENSATING CHANGE ORDER**

City Project No. Project No. 2020-06 -Good Samaritan Pond (1301 50th St.)

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 14, 2022
Contractor: Krueger Excavating, Inc.	Engineer: Barr Engineering Co.
<u>Purpose of Change Order</u> Final compensating amount to balance value of work completed and total payment made to the Contractor. Accounts for miscellaneous increases and decreases in contract quantities.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 301,439.00	Original Contract Time:
Previous Change Order Nos. 0: \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 301,439.00	Contract Time Prior to this Change Order
Net <u>Decrease</u> of this Change Order: \$ 21,115.48	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 280,323.52	Contract Time with Approved Change Orders
Recommended By:  Michael Edwards, Engineering Technician	Approved By:  Krueger Excavating, Inc.

Approved By:



Brian Connolly, Public Works Director

Approved By:

Tom Bartholomew, Mayor

Date of Council Action:

November 14, 2022

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

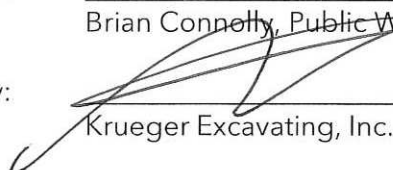
ESTIMATE NO: 2 (Two) FINAL
DATE: November 14, 2022
PERIOD ENDING: September 30, 2022
PROJECT NO: City Project No. Project No. 2020-06 -Good Samaritan Pond
(1301 50th St.)

TO: Krueger Excavating, Inc.
7616 180th Street E.
Prior Lake, MN 55372

Original Contract Amount.....	\$301,439.00
Total Addition (C.O. 1-8).....	\$0.00
Total Deduction (C.O. 1).....	(\$21,115.48)
Total Contract Amount.....	\$280,323.52
Total Value of Work to Date.....	\$280,323.52
Less Retained (0%).....	\$0.00
Less Previous Payment	\$256,663.37
Total Approved for Payment this Voucher.....	\$23,660.15
Total Payments including this Voucher	\$280,323.52

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2022

Signed by: 	<u>November 14, 2022</u>
Brian Connolly, Public Works Director	Date
Signed by: 	_____
Krueger Excavating, Inc.	Date
Signed by: _____	<u>November 14, 2022</u>
Tom Bartholomew, Mayor	Date

Request for Council Action

SUBJECT: **Approve Contract for Psychological Services with Faul Psychological PLLC**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a contract for with Faul Psychological PLLC to provide pre-employment evaluations, promotional and leadership evaluations and fitness for duty evaluations for the IGH Police Department.

BACKGROUND

The Police Department contracts for psychological evaluations of potential employees, evaluations of employees seeking promotion and, at times, fitness for duty evaluations of employees that have been on leave from work before they are cleared to return to work. These evaluations are conducted by a licensed psychologist. The Police Department wishes to change providers and requests Council approval of the new contract, which is attached.

FISCAL IMPACT

The cost for the most commonly used service, which is pre-employment psychological evaluations, is somewhat higher with Faul Psychological Services (\$650 compared to \$550), but PD leadership believes the cost is worth it for the quality and timeliness of the service and the 2023 preliminary budget contains sufficient funding to make the change.

RECOMMENDATION

It is staff's recommendation that the council adopt the resolution approving the contract for services with Faul Psychological PLLC.

ATTACHMENTS

1. Resolution Faul Psychological Services
2. Faul Psychological Services Contract

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS the City is authorized under its personnel policy to conduct medical evaluations related to the employability of personnel; and

WHEREAS medical evaluations may include both physical and mental fitness exams (also known as psychological evaluations); and

WHEREAS the City has determined that retaining licensed and qualified contractors to perform professional services with respect to psychological evaluations for employment is prudent and advantageous to the City; and

WHEREAS the City will continue to need these consulting services in the future.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: Faul Psychological services has been approved to conduct psychological evaluations related to the employability and promotions of personnel for the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2022.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

City Clerk

PSYCHOLOGICAL SERVICES CONTRACT

This Psychological Services Contract (Contract), by and between the City of Inver Grove Heights, a Minnesota municipal corporation, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, 55077, hereinafter referred to as "City", and Faul Psychological, PLLC, a Minnesota limited liability company, (Contractor) located at 880 Blue Gentian Road, Ste. 170, Eagan, Minnesota 55121, hereinafter referred to as "Contractor"

RECITALS

WHEREAS the City is authorized under its personnel policy to conduct medical evaluations related to the employability of personnel; and

WHEREAS medical evaluations may include both physical and mental fitness exams (also known as psychological evaluations); and

WHEREAS the City has determined that retaining licensed and qualified contractors to perform professional services with respect to psychological evaluations for employment is prudent and advantageous to the City; and

WHEREAS the City will continue to need these consulting services in the future.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Contractor agree as follows:

A. Scope of Services

As requested, and directed by the City Administrator, their designee, or the Human Resources Manager, provide psychological examinations related to employability, including:

1. Pre-employment evaluations, such as for Public Safety positions
2. Promotional readiness assessments
3. Fit For Duty evaluations
4. Other relevant psychological assessments related to employability

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Contract. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

B. Duration

The terms of this contract shall be applicable for a period commencing November 14, 2022 and continuing until terminated by either party. The City may terminate this Contract for convenience at any time. Termination shall be effective upon ten (10) days' written notice to the Contractor. The Contractor may terminate this Contract if the City is in breach of any material obligation contained in this Contract, which is not remedied by the City within ten (10) days of written notice. The Parties may voluntarily terminate this Contract at any time by mutual agreement. In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the City.

C. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Contractor is an independent contractor and not an employee of the City. As a licensed medical professional, the Contractor also agrees to accept direct responsibility for its own compliance with relevant licensing, medical practices, and health information laws (i.e., HIPPA). This Contract does not guarantee work, nor prohibit the City from utilizing similar consulting services from another provider.

D. Indemnification and Insurance

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

The Contractor, at its expense, shall procure and maintain in force for the duration of this Contract the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Contract, the Contractor shall maintain Commercial Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000.
- C. Professional (Errors and Omissions) Liability Insurance. The Contractor will maintain professional liability insurance for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Contract. The Contractor is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of

such coverage shall not be after the effective date of this Contract and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, the Contractor must obtain extended reporting period coverage to fulfill this requirement.

- D. Workers' Compensation. The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

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

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Contract. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

E. General Provisions.

- A. Entire Agreement. This Contract supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Contract to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Contract shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Contract, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Contract shall be venued in Dakota County, Minnesota.
- F. Government Data/Privacy. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.

- G. Audits. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Contract, are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Contract.
- H. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Contract by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Contract.
- I. Notices. All notices and other communications pursuant to this Contract must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City of Inver Grove Heights
Attn: Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Notice to Contractor: Faul Psychological Services PLLC
880 Blue Gentian Road Ste. 170
Eagan, MN 55121

- J. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Contract, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood, and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- K. Savings Clause. If any court finds any portion of this Contract to be contrary to law, invalid, or unenforceable, the remainder of the Contract will remain in full force and effect.
- L. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

F. Rates for Services

The City and Contractor agree to the following rates for services. The contractor shall not modify the rates without at least thirty (30) days' advance written notice to the City.

Pre-employment Psychological Evaluation: \$650.00
Promotional/Leadership & Management Evaluation \$1200.00
Fitness-for-Duty evaluation \$2950.00

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

City of Inver Grove Heights

Dated:

By:

Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

Faul Psychological, PLLC

By:

Kiri Faul, PhD, Licensed Psychologist

Its: _____



Request for Council Action

SUBJECT: **Acceptance of AED Donation from the Center for Resuscitation Medicine**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting a donation of new Stryker CR2 AED's from the Center of Resuscitation Medicine at the University of Minnesota to the Police Department.

BACKGROUND

The Center of Resuscitation Medicine at the University of Minnesota received a grant from the Leona M and Harry N Helmsley Charitable Trust to provide police departments with new automatic external defibrillators (AED's), with the goal of improving cardiac arrest survival rates. The grant will replace all current devices within a police department and provides for an eight year support plan which includes replacement pads anytime the unit is used.

FISCAL IMPACT

Accepting these new AED's will relieve the Department of the need to budget approximately \$50,000 over the next several years to purchase 18 new AED's. The grant will also pay for any replacement pads for the AED's over the next 8 years, which is also a cost savings for the City.

RECOMMENDATION

Staff recommends adoption of the Resolution, accepting the donation of AEDs.

ATTACHMENTS

1. Resolution for Acceptance of AED's

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A DONATION OF UP TO 18 STYKER CR2 AUTOMATIC EXTERNAL
DEFIBRILLATORS (AED'S) FOR THE POLICE DEPARTMENT**

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

WHEREAS the University of Minnesota Center for Resuscitation received the Leona M and Harry N Helmsley Charitable trust grant to provide police departments in Minnesota with new automatic external defibrillators (AED's); and

WHEREAS the University of Minnesota Center for Resuscitation has offered to donate new AEDs to the Inver Grove Heights Police Department as part of their grant award; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:
does hereby accept the donation of the AED's to be used by the police department.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2022.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

City Clerk

Request for Council Action

SUBJECT: **Resolution of Support for Dakota County 2023-2027
Capital Improvement Program**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, expressing the City's support for Dakota County's draft 2023-2027 Capital Improvement Program.

BACKGROUND

Every year, Dakota County reviews and updates its five-year capital improvement program (CIP) to reflect the addition or modification of capital improvements throughout the county. As part of the CIP review process, the County meets with staff from cities and townships to review upcoming county projects in each community, discuss schedule coordination, and review preliminary funding and cost sharing for projects in accordance with the County's Transportation Plan. The County requests initial letters of support from each city and township by the end of June, to ensure they have reviewed the proposed projects forthcoming, and submitted any comments or changes to the draft prior to final approval. In October or November of each year, the County requests a formal City Council resolution of support for the CIP from all communities within Dakota County.

The City Council approved the letter of support on June 27, 2022, which included recommended adjustments to the County's CIP. Staff from the City and Dakota County have met several times since to review details of both the Dakota County and City of Inver Grove Heights CIP to adequately align projects. The County's current draft version of the CIP is available at the following link:
<https://www.co.dakota.mn.us/Government/BudgetFinance/2023/Documents/2023-2027CIP.pdf>.

There are a few projects noted in the County's draft CIP that City staff have asked to have shifted from their current program year. Dakota County staff have agreed to recommend these adjustments to the Board of Commissioners for consideration. These projects, however, have not been formally adjusted in the draft CIP as currently published. These adjustment requests are summarized in the attached Resolution.

FISCAL IMPACT

City staff have integrated the projects with City of Inver Grove Heights cost-sharing responsibilities shown in the Draft 2023-2027 Dakota County CIP into the City's Public Works CIP for 2023-2027, to ensure adequate funding availability for these projects. There is no immediate fiscal impact at this time; the City of Inver Grove Heights will have approval authority, along with the County Board of Commissioners, via approval of joint powers agreements for the various project phases

(scoping/preliminary design, right-of-way acquisition, utility relocation, and construction) prior to advance of any projects requiring cost-sharing between the two organizations.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

1. Resolution - Dakota County 2023-2027 CIP

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

**RESOLUTION SUPPORTING DAKOTA COUNTY'S 2023-2027 TRANSPORTATION CAPITAL
IMPROVEMENT PROGRAM (CIP)**

RESOLUTION NO. _____

WHEREAS, Dakota County requested that the City of Inver Grove Heights provide a letter of support for the initial Draft of the 2023-2027 Capital Improvement Program, and the City Council approved said letter of support on June 27, 2022; and

WHEREAS, Dakota County made subsequent revisions to the Draft 2023-2027 Capital Improvement Program, and the Dakota County Board of Commissioners authorized distribution for public review and final comment on October 18, 2022, including requesting formal resolutions of support from City Council's throughout the County; and

WHEREAS, City of Inver Grove Heights staff have reviewed the Draft 2023-2027 Capital Improvement Program with staff from Dakota County, and have requested minor adjustments in programed project years for several noted projects; and have noted the following transportation projects as being important to the City of Inver Grove Heights; and

County Project No.	Project Name	Improvement Item
63-029	CSAH 63 (Argenta Trail) – I-494/Argenta Interchange	Preliminary Study
32-065	117 th Street Reconstruction	Final Design, ROW Acquisition & Construction
26-060	CSAH 26 (70 th St.) – TH 3 to CSAH 73 (Babcock Trl.)	Preliminary Study
26-068	CSAH 26 (70 th St.) – CSAH 73 (Babcock Trl.) to Cahill Ave – 3 Lane Reduction	Preliminary Study
28-066	CSAH 28 (80 th St) – CSAH 73 (Babcock Trl.) to Bowman Ave – 3 Lane Reduction	Preliminary Study, Final Design & Construction
26-065	CSAH 26 (70 th St.) – TH 52 West Ramp	Construction
28-048	CSAH 28 (80 th St) – TH 3 to 0.62 Miles East	Preliminary Study
73-035	CSAH 73 (Babcock Trail) – Upper 55 th Street to I-494 Trail Gap	Final Design, ROW Acquisition & Construction
28-067	CSAH 28 (Argenta Trail) – TH 55/Argenta Interchange	Preliminary Study

WHEREAS, City of Inver Grove Heights staff have reviewed the Draft 2023-2027 Capital Improvement Program with staff from Dakota County, and have requested minor adjustments in programed project years for several noted projects; and

WHEREAS, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies; and

WHEREAS, the City of Inver Grove Heights will have approval authority, along with the County Board, via approval of a joint powers agreement with the County for the various project phases (design, right-of-way (ROW) acquisition, utility relocation and construction) prior to advancement of any projects requiring cost sharing between the two organizations.

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

The following projects and project improvement item be included in Dakota County's 2023-2027 Capital Improvement Program in the years indicated:

County Project No.	Project Name	Current Draft CIP Year	City Recommended CIP Year
63-029	CSAH 63 (Argenta Trail) – I-494/Argenta Interchange	2027 (Prelim Study)	2023 (Prelim Study)
32-065	117 th Street	2023 (ROW) 2024 (Construction)	2023 (ROW) 2024 (Construction)
26-060	CSAH 26 (70 th St.) – TH 3 to CSAH 73 (Babcock Trl.)	2023 (Prelim Study)	2023 (Prelim Study)
26-068	CSAH 26 (70 th St.) – CSAH 73 (Babcock Trl.) to Cahill Ave – 3 Lane Reduction	2023 (Prelim Study)	2023 (Prelim Study)
28-066	CSAH 28 (80 th St) – CSAH 73 (Babcock Trl.) to Bowman Ave – 3 Lane Reduction	2023 (Prelim Study) 2024 (Construction)	2023 (Prelim Study) 2024 (Construction)
26-065	CSAH 26 (70 th St.) – TH 52 West Ramp	2025 (Construction)	2026 (Construction)
28-048	CSAH 28 (80 th St) – TH 3 to 0.62 Miles East	2025 (Design)	2025 (Design)
73-035	CSAH 73 (Babcock Trail) – Upper 55 th Street to I-494 Trail Gap	2026 (ROW) 2027 (Construction)	2024 (ROW) 2025 (Construction)
28-067	CSAH 28 (Argenta Trail) – TH 55/Argenta Interchange	2026 (Prelim Study)	2026 (Prelim Study)

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Request for Council Action

SUBJECT: **2023 Central Equipment Vehicle and Equipment Replacement and New Vehicle and Equipment Procurement Requests**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Barry Underdahl, Street Superintendent, 651.450.2556

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the purchase of new and replacement vehicles and equipment for 2023.

BACKGROUND

The recommended 2023 vehicle and equipment replacements were presented to the Council at the November 7, 2022 City Council Work Session. The replacements recommended include four in Street Maintenance, three in Park Maintenance, one Recreation vehicle, and one Fire Department (new) vehicle. These are planned replacements and/or new vehicles with vehicle allocations set aside for their purchase within the Central Equipment Fund (Fund 603). The total acquisition cost for these vehicles and equipment is estimated at \$915,930.

Also discussed at the November 7, 2022 City Council Work Session were new vehicle and equipment requests, which would be additions to the City's fleet. It is proposed that these items be purchased utilizing the savings from the 2023 vehicle and equipment replacement allocations. These items include one new vehicle for the Engineering Division, one new vehicle for the Street Division, and one vehicle and two equipment purchases for the Parks Division. These new vehicles and equipment acquisition costs are estimated at \$274,000.

FISCAL IMPACT

The summary of the cash allocations (revenue) and procurement costs (expenditures) for proposed 2023 vehicle and equipment replacement and/or procurement are summarized as follows:

Central Equipment (Fund 603) 2023 Vehicle and Equipment Procurement Items	Estimated Value
<u>Revenue</u>	
Allocations for 2023 Vehicle/Equipment Replacement	\$1,195,167
Trade-In Value (replacement equipment)	\$170,000
TOTAL	\$1,365,167

<u>Expenditures</u>	
2023 Scheduled Vehicle & Equipment Replacements	(\$1,085,930)
2023 New Vehicles & Equipment	(\$274,000)
TOTAL	(\$1,359,930)
Remaining Funds Available (Positive/(Negative))	\$5,237

The total value of the 2023 replacement and new vehicle and equipment procurement request (\$1,359,930 (Expenditures) - \$170,000 (Trade-in Value)) is \$1,189,930. These procurements will be funded through Fund 603.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the purchase of the 2023 vehicle and equipment replacement and new vehicle and equipment purchases for Central Equipment.

ATTACHMENTS

1. Resolution - 2023 Vehicle Procurements
2. 2023 Replacement Summary - Excerpt from 11/7/2022 Work Session
3. 2023 New Vehicle Summary - Excerpt from 11/7/2022 Work Session

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

**RESOLUTION APPROVING THE 2023 VEHICLE AND EQUIPMENT REPLACEMENT AND NEW
VEHICLE AND EQUIPMENT PURCHASES**

RESOLUTION NO. _____

WHEREAS, staff presented a 2023 budget summary for the Central Equipment Fund (Fund 603) to the City Council at the work session on November 7, 2022; and

WHEREAS, the 2023 vehicle and equipment replacements were summarized and staff have proposed the replacement of eight (8) vehicles and the addition of one new vehicle through vehicle replacement allocations, with a total acquisition cost of \$915,930; and

WHEREAS, staff have recommended five (5) additional new vehicles and pieces of equipment be procured in 2023, with a total acquisition cost of \$274,000; and

WHEREAS, due to procurement lead-times for vehicles and equipment, specified ordering windows provided by vehicle dealers, and to take advantage of 2022 vehicle and equipment prices, staff recommend ordering the 2023 vehicle replacements prior to the end of 2022; and

WHEREAS, the City is not obligated to pay for vehicle orders until delivery of the vehicle is completed, which is anticipated to occur in late-2023 or early-2024 for the 2023 Equipment Replacements.

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

1. The following 2023 vehicles and equipment replacements and procurement list is hereby adopted for the purposes of ordering new and replacement equipment:

Vehicle #	Vehicle/Equipment to be Replaced and/or Purchased	Allocation Balance (12/31/2022)	Cost			
			Vehicle	Equipment	Trade Value	Total
#307	2012 Ford F250 Aerial Bucket Truck	\$177,509	\$50,750	\$104,500	(\$30,000)	\$125,250
#312	2013 Mack Single Axle Dump Truck	\$327,036	\$150,000	\$142,846	(\$50,000)	\$242,846
#325	2012 Elgin Pelican Street Sweeper	\$277,684	\$258,000		(\$40,000)	\$218,000
#328	2013 Ford F250 w/Plow	\$41,531	\$41,282	\$12,000	(\$9,000)	\$44,282
#502	2012 Ford F250	\$57,629	\$36,452	\$10,600	(\$1,500)	\$45,552
#522	2012 John Deere 5115M Tractor	\$155,110	\$104,000		(\$31,000)	\$73,000
#532	2015 Toro Groundsmaster Mower	\$71,502	\$42,000	\$22,700	(\$5,000)	\$59,700
#501	2005 Ford Passenger Van	\$60,166	\$64,800		(\$3,500)	\$61,300
NEW	2023 F250 Crew Cab (Fire)	\$27,000	\$44,000	\$2,000		\$46,000
NEW	2023 Ford F150 (Engineering)		\$40,000	\$2,000		\$42,000
NEW	2023 Ford F250 (Streets)		\$42,000	\$3,000		\$45,000
NEW	2023 Ford F550 (Parks)		\$50,500	\$25,500		\$76,000
NEW	2023 Bobcat Toolcat (Parks)		\$66,000			\$66,000
NEW	2023 Ball Field Groomer (Parks)		\$45,000			\$45,000
TOTAL		\$1,195,167	\$1,034,784	\$325,146	(\$170,000)	\$1,189,930

2. Finding these vehicles to be necessary and beneficial to the efficient operation of the City's vehicle fleet, the City Council hereby approves the replacement and procurement of these vehicles and orders staff to process these vehicle and equipment orders.
3. The funding for the purchases of the replacement vehicles and equipment shall be provided by the Central Equipment fund (Fund 603) up to a total value of \$1,189,930.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

2023 Equipment Replacements - Summary

Vehicle #	Vehicle/Equipment to be replaced	Vendor of replacement vehicle	Allocation Balance	Vehicle	Equipment	Trade Value	Acquisition Cost
	STREET MAINTENANCE		as of 12/31/2022				
#307	2012 Ford F550 Aerial Bucket Truck	Midway Ford/ABM Equipment	\$177,509.00	\$50,750.00	\$104,500.00	\$30,000.00	\$125,250.00
#312	2013 Mack Single Axle Dump Truck	Nuss Truck /Towmaster Equipment	\$327,036.00	\$150,000.00	\$142,846.00	\$50,000.00	\$242,846.00
#325	2012 Elgin Pelican Street Sweeper	MacQueen Equipment	\$277,684.00	\$258,000.00		\$40,000.00	\$218,000.00
#328	2013 Ford F250 w/plow	Midway Ford/Custom Truck	\$41,531.00	\$41,282.00	\$12,000.00	\$9,000.00	\$44,282.00
		Streets Totals	\$823,760.00	\$500,032.00	\$259,346.00	\$129,000.00	\$630,378.00
	PARK MAINTENANCE						
#502	2012 Ford F250	Midway Ford	\$57,629.00	\$36,452.00	\$10,600.00	\$1,500.00	\$45,552.00
#522	2012 John Deere 5115M Tractor	Minnesota Equipment	\$155,110.00	\$104,000.00		\$31,000.00	\$73,000.00
#532	2015 Toro Groundsmaster Mower	MTI Distributing	\$71,502.00	\$42,000.00	\$22,700.00	\$5,000.00	\$59,700.00
		Parks Totals	\$284,241.00	\$182,452.00	\$33,300.00	\$38,500.00	\$178,252.00
	RECREATION						
#501	2005 Ford Passenger Van	Midway Ford	\$60,166.00	\$64,800.00		\$3,500.00	\$61,300.00
		Recreation Totals	\$60,166.00	\$64,800.00		\$3,500.00	\$61,300.00
	FIRE DEPARTMENT						
NEW	2023 F250 Crew Cab	Midway Ford	\$27,000.00	\$44,000.00	\$2,000.00	n/a	\$46,000.00
	Fire Dept has an additional \$14,000 saved for Chief's vehicle replacement – since Chief's vehicle isn't being replaced until 2022.	Fire Totals	\$27,000.00	\$44,000.00	\$2,000.00	n/a	\$46,000.00

Totals = \$1,195,167

\$915,930

www.ighmn.gov

All above items staff request approval for purchase on 11/14/2022

Additional 2023 Capital Requests

Not scheduled for replacement or in the budget

Department	Item Requested	Amount	Recommendation
Fire	Boat Pump	60,000	Review dept. budget at year-end and consider carryover for one of these three requests if funds are available
Fire	Station 1 Alerting System	44,000	
Fire	Cameras for Stations 1 & 3	50,000	
Engineering/ Storm Water	Vehicle for Storm Water Technician	42,000	Utilize Central Equipment fund balance
Streets	Additional vehicle for fleet	45,000	Utilize Central Equipment fund balance
Parks	Additional vehicle for fleet	76,000	Utilize Central Equipment fund balance for the purchase of 1 vehicle; consistent with recommendation to fill 1 of the 2 requested FTE's
Parks	Toolcat	66,000	Utilize Central Equipment fund balance
Parks	Ball field groomer/grader	45,000	Utilize Central Equipment fund balance
TOTAL		\$ 428,000	

Items staff request approval for purchase on 11/14/2022

New 2023 Equipment Requests: Staff recommendation using cash on hand = \$274,000;

Anticipate the City will recognize savings on equipment scheduled for replacement in 2023 (up to \$280,000).

Request for Council Action

SUBJECT: **Re-Execution of Joint Powers Agreement Establishing the Lower Mississippi River Watershed Management Organization**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to approve the attached Resolution, approving the re-execution of a Joint Power Agreement (JPA) for establishment of the Lower Mississippi River Watershed Management Organization (LMRWMO).

BACKGROUND

The LMRWMO has been operational since 1985 and includes the Cities of Inver Grove Heights, Lilydale, Mendota Heights, St. Paul, South St. Paul, Sunfish Lake, and West St. Paul. The current JPA was revised and restated in 2001 with a 10-year duration, and has subsequently been amended twice to extend the JPA through January 1, 2023, and a third time to adjust the defined watershed boundaries within the City of Mendota Heights.

As the current JPA and subsequent amendments are nearing their expiration date, the LMRWMO Board of Managers, in conjunction with City representatives, has undertaken an effort to update and revise the JPA to incorporate the various amendment clauses, resolve conflicting and redundant language, and digitize the document. The updated agreement would have no expiration date, to negate the need for future extensions and amendments. The resulting document is being brought forth for respective City Council considerations prior to the expiration date of the current agreement at the end of 2022.

FISCAL IMPACT

While the JPA includes formulas for calculating cost allocations for LMRWMO-sponsored projects undertaken in the cities that are part of the LMRWO organization, there is no fiscal impact to the City of Inver Grove Heights associated with approval of the JPA as submitted.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the re-execution of the Joint Powers Agreement Establishing the Lower Mississippi River Watershed Management Organization.

ATTACHMENTS

1. Resolution - LMRWMO JPA Re-Execution
2. JPA - LMRWMO

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

**RESOLUTION APPROVING THE RE-EXECUTION OF THE JOINT POWERS AGREEMENT
ESTABLISHING THE LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT
ORGANIZATION (LMRWMO)**

RESOLUTION NO. _____

WHEREAS, in 1985, the City of Inver Grove Heights entered into a Joint Power Agreement (JPA) with the Cities of Lilydale, Mendota Heights, St. Paul, South St. Paul, Sunfish Lake, and West St. Paul establishing the Lower Mississippi River Watershed Management Organization (LMRWMO); and

WHEREAS the LMRWMO implements projects and programs in partnership with its member Cities, including Inver Gove Heights, to improve the water quality of the water resources within its boundary and provides a valuable forum for the member Cities to evaluate and resolve drainage and water quality issues within the watershed; and

WHEREAS, the City Council entered into a revised joint powers agreement for a revised and restated JPA on November 13, 2001, which expired on December 31, 2011; and

WHEREAS, an amendment to the revised and restated JPA was approved by the City Council on October 24, 2011, which extended the term thereof to January 1, 2013; and

WHEREAS, a second amendment to the revised and restated JPA approved by the City Council on November 13, 2012, which extended the term thereof to January 1, 2023; and

WHEREAS, the LMRWMO has combined and digitized the original JPA and amendments into a new JPA, clarified language with minor edits, and propose no changes to the current structure of the organization; and

WHEREAS, the JPA will be in full force and effect upon all seven members executing the agreement and filing a certified copy of their respective City resolutions with the LMRWMO Board of Managers, and does not have a fixed termination date; and

WHEREAS, the LMRWMO Board of Managers, City representatives, and legal councils of the seven Cities have reviewed and recommend approval of the proposed JPA; and

WHEREAS, the LMRWMO Board of Managers hereby submits the re-execution of the JPA Establishing a Watershed Management Organization for the Lower Mississippi River Watershed for final approval by the City of Inver Grove Heights.

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

1. The re-execution of the for the Joint Powers Agreement Establishing the Lower Mississippi River Watershed Management Organization is hereby approved.
2. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the JPA to the LMRWMO Board of Managers in the name, and on behalf of, the City of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**JOINT POWERS AGREEMENT
ESTABLISHING THE
LOWER MISSISSIPPI RIVER
WATERSHED MANAGEMENT ORGANIZATION**

THE PARTIES TO THIS AGREEMENT ("**Agreement**") are Members of the Lower Mississippi River Watershed Management Organization and have land that drain surface water into the Mississippi River. This Agreement combines and replaces the following documents in their entirety: (i) the original Joint Powers Agreement that established a Watershed Management Organization for the Lower Mississippi River which became effective in 1985; (ii) the Revised and Restated Joint Powers Agreement executed by Member Cities in 2003; (iii) the Amendment to the Revised and Restated Joint Powers Agreement which was executed in 2011; (iv) the Second Amendment to the Revised and Restated Joint Powers Agreement which was executed in 2013; and (iv) the Third Amendment to the Revised and Restated Joint Powers Agreement that was executed in 2014. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. §§ 471.59 and 103B.201 - 103B.252.

SECTION 1. NAME AND LEGAL BOUNDARY. The parties hereby establish the Lower Mississippi River Watershed Management Organization, hereinafter referred to as the "WMO." The "Revised Legal Boundary Map of the Lower Mississippi River Watershed Management Organization" is attached hereto as **Exhibit "A"**.

SECTION 2. PURPOSE. The purpose of this Agreement is to provide an organization to regulate the natural water storage and retention of the Lower Mississippi watershed to:

- A. Protect, preserve, and use natural surface and ground water storage and retention systems;
- B. Minimize public capital expenditures needed to correct flooding and water quality problems;

- C. Identify and plan for means to effectively protect and improve surface and ground water quality;
- D. Establish more uniform local policies and official controls for surface and ground water management;
- E. Prevent erosion of soil into surface water systems;
- F. Promote ground water recharge;
- G. Protect and enhance fish and wildlife habitat and water recreational facilities;
- H. Secure the other benefits associated with the proper management of surface and ground water; and
- I. Carry out all the duties and responsibilities in Minn. Stat. §§ 471.59 and 103B.201 - 103B.252.

SECTION 3. DEFINITIONS.

"Allowable Flow" means the rate and volume of flow, according to the design criteria set forth in this Agreement and the Watershed Management Plan, at which a Member community may discharge into the drainage system without financial obligation and at the rate and volume of surface water runoff from a tributary area under natural conditions, with a drainage system in place which has been designed and constructed according to the criteria stated herein, excluding diverted waters. Current topographic data that exists on the enactment date of this Agreement shall be used for the determination of the natural conditions and calculation of the allowable flow.

"Board" means the Board of Managers of the WMO.

"Council" means the governing body of a governmental unit which is a Member of this WMO.

"Drainage Facilities" means any improvement constructed for the conveyance or storage of surface water.

"Drainage System" means the combination of drainage facilities required to safely control or convey runoff water from a major tributary drainage area(s) to a point of final discharge into a water body.

"Excessive Flow" means that rate and volume of flow, calculated according to the design criteria in the Watershed Management Plan, from a Member which is in excess of the allowable flow of that Member.

"Governmental Unit" means any city.

"Lower Mississippi River Watershed" or **"Watershed"** means the area contained within the "Legal Boundary Map of the Lower Mississippi River Water Management Organization" attached hereto as Exhibit "A".

"Manager" means the representative appointed to the Board by a Member.

"Manager-Alternate or Alternate Manager" means a person appointed to the Board by a Member to serve as a representative in the absence of the Manager.

"Member" means a governmental unit which enters into this Agreement.

"Natural Conditions" means the characteristics of the land on the date of enactment without regard to any urban development including structures, parking lots, or other artificial improvements.

"Rate of Flow" means the discharge of surface water runoff as a function of time which has been calculated according the design criteria identified in the Watershed Management Plan. The rate of flow shall apply to the design and construction of open channels and storm sewer conduits.

"Volume of Flow" means the total discharge of all surface water runoff which has been calculated according to the design criteria identified in the Watershed Management Plan. The volume of runoff flow shall apply to the design and construction of detention facilities.

"Watershed Management Organization" or **"WMO"** means the organization created by this Agreement the full name of which is "Lower Mississippi River Watershed Management Organization." It shall be a public agency of its Members.

"Watershed Management Plan" or **"Watershed Plan"** means the current adopted 10 year Comprehensive Watershed Management Plan including any subsequent amendments created by and approved by the Board of Managers meeting the requirements of Minn. Stat. § 103B.231.

SECTION 4. MEMBERSHIP AND WEIGHTED VOTING. The Membership of the WMO shall consist of the following governmental units, with each entitled to the following number of eligible weighted votes:

<u>Member</u>	<u>Votes</u>
City of Inver Grove Heights	3 votes
City of Lilydale	1 vote
City of Mendota Heights	2 votes
City of Saint Paul	2 votes
City of South Saint Paul	2 votes
City of Sunfish Lake	1 vote
City of West Saint Paul	2 votes

No change in governmental boundaries, structure, organizational status, or character shall affect the eligibility of any governmental unit listed above to be represented on the WMO, so long as such governmental unit continues to exist as a separate political subdivision. A majority of all eligible votes shall be sufficient for all matters, unless otherwise provided for in this Agreement. A majority vote of all Members, with each Member having one vote, shall be required for Section 7. A Member may not cast a split vote. Any Member that fails to contribute

their share of the WMO annual administration fund or their allocation of a capital improvement cost, shall be declared ineligible for voting on all matters before the Board, until such contribution is made to the WMO.

SECTION 5. ADVISORS.

A. **Technical Advisory Committee.** The following governmental subdivisions or agencies shall be requested to appoint a non-voting advisory Member to the WMO: Member Cities, Dakota County, Ramsey County, and Dakota County Soil and Water Conservation District. The advisory Members shall not be required to contribute funds for the operation of the WMO, except as provided in Minn. Stat. § 103B.231, but may provide technical services.

B. **Citizen Advisory Committee.** The WMO may establish a citizen advisory committee ("CAC") from the public at large to provide input on Watershed Management Plan revisions and other matters as deemed appropriate. The CAC shall be appointed by the WMO considering individuals nominated by each Member. The WMO will notify each Member of its intent to establish a CAC, will specify the purpose and duration of the CAC and, will request each Member to nominate candidates to be considered for appointment by the WMO. At the time of establishment of a CAC, the WMO will appoint a chair of the CAC, a board member liaison to the CAC, establish a time for submittal of any comments, and specify the support the WMO will provide to the CAC.

C. **Other Advisors.** Each Member City may designate a non-voting staff advisory member to the WMO Board. The Dakota County Soil and Water Conservation District (SWCD) shall designate a non-voting staff advisory member to the WMO Board.

SECTION 6. BOARD OF MANAGERS.

A. **Appointment.** The governing body of the WMO shall be its Board. Each Member shall be entitled to appoint one Manager and an Alternate Manager on the Board, consistent with the provisions of Minn. Stat. § 103B.227. The Alternate Manager shall have the right to vote in the absence of their Manager representative. Vacancies in the office of Manager or Alternate Manager shall be filled for the remainder of the term by the Member which appointed or had the right to appoint the Manager. Manager vacancies shall be filled within ninety (90) days after they occur.

B. **Eligibility or Qualification.** The Council of each Member shall determine the eligibility or qualification of its representative on the WMO.

C. **Term.** The Managers shall not have a fixed term, but shall serve at the pleasure of the Member appointing such Manager to the Board.

D. **Compensation.** Managers shall serve without compensation from the WMO, but this shall not prevent a Member from providing compensation for its Manager.

E. **Organizational Meeting.** At the first meeting of the Board each year, the Board shall elect from its Managers a chair, a vice chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. The Board shall adopt rules of order and procedures governing its meetings and affairs as it deems appropriate. The rules of order and procedures may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days' prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the Members of the WMO shall be sufficient to adopt any proposed amendment to such rules of order and procedure.

F. **Annual Meeting Requirement.** The Board shall meet at least annually, at times and places selected by the Board. If the Board changes its regularly established meeting place or time, it shall place a notice of the change on a bulletin board at least three (3) days in advance in the building where it was scheduled to meet.

G. **Committees.** The Board may establish committees as it deems appropriate.

H. **Action.** Unless otherwise specified in this Agreement, action by the Board shall require a majority vote of the Managers present with a minimum of four (4) Managers representing a quorum to take action and conduct business.

SECTION 7. POWERS AND DUTIES OF THE WMO. The WMO, acting by its Board:

A. Shall prepare, adopt, and implement a Watershed Management Plan meeting the requirements of Minn. Stat. § 103B.231.

B. Shall review and approve local water management plans as provided in Minn. Stat. § 103B.235.

C. Shall exercise the authority of a watershed district under Minn. Stat. Chapter 103D to regulate the use and development of land in the watershed when one or more of the following conditions exist:

1. The local government unit exercising planning and zoning authority over the land under Minn. Stat. §§ 366.10 to 366.19, 394.21 to 394.37, or 462.351 to 462.364 does not have a local water management plan approved and adopted in accordance with requirements of Minn. Stat. § 103B.235 or has not adopted the implementation program described in the plan.
2. An application to the local government unit for a permit for the use and development of land, requires an amendment to, or variance from, the adopted local water management plan or implementation program of the local unit.

- 3. The local government unit has authorized the WMO to require permits for the use and development of land.
- D. Shall adopt an annual work plan.
- E. May employ such persons as it deems necessary to accomplish its duties and powers.
- F. May contract for space and for material and supplies to carry on its activities either with a Member or elsewhere.
- G. May acquire necessary personal and real property to carry out its powers and its duties.
- H. May make necessary surveys or use other reliable surveys and data, and develop projects to accomplish the purposes for which the WMO is organized.
- I. May cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.
- J. May order any governmental unit to carry out the local water management plan which has been approved by the Board, or if the local unit of government fails to do so, in addition to other remedies, in its discretion, the Board may implement any required action or improvement in accordance with this Agreement.
- K. May acquire, operate, construct, and maintain the capital improvements delineated in the Watershed Management Plan adopted by the Board.
- L. May contract for or purchase such insurance as the Board deems necessary for the protection of the WMO and its Board.
- M. May establish and maintain devices for acquiring and recording hydrological and water quality data within the watershed area of the WMO.

N. May enter upon private lands within or outside and adjacent to the legal boundary of the watershed with the consent of the landowner to make surveys and investigations to accomplish the purposes of the WMO.

O. May provide any Member with technical data or any other information of which the WMO has knowledge which will assist the Member in preparing land use classifications or local water management plans within the WMO, or in other water resources related to the functions of the WMO.

P. May provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, corporation, individual, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to the powers and duties of the WMO.

Q. May accumulate reserve funds for the purposes herein mentioned and may invest funds of the WMO not currently needed for its operations.

R. May collect money, in accordance with the provisions of this Agreement, from its Members and from any other source approved by the Board.

S. May make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purposes and powers.

T. Shall cause to be made an annual audit of the books and accounts of the WMO and shall make and file a report to its Members at least once each year including the following information:

1. The financial condition of the WMO;
2. The status of all WMO projects and work within the watershed; and
3. The business transacted by the WMO and other matters which affect the interests of the WMO. Copies of the report shall be transmitted to each Member by June 30 of each year.

U. Shall make the WMO's books, reports, and records available for and open to inspection by its Members or the public at all reasonable times.

V. May recommend changes in this Agreement to its Members. Any amendments shall require ratification by all parties to this Agreement.

W. May exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as authorized by Minn. Stat. §§ 103B.201 through 103B.252.

X. Must solicit proposals for all legal, engineering, auditing, and other technical services in accordance with Minn. Stat. § 103B.227, subd. 5.

Y. Shall coordinate its planning activities with contiguous watershed management organizations and counties conducting water planning and implementation under Minn. Stat. Chapter 103B.

Z. Shall designate one or more legal newspapers of general circulation which are published in the county(ies) in which the watershed is located.

SECTION 8. POWERS AND DUTIES OF THE OFFICERS OF THE BOARD.

A. It shall be the duty of the Chair of the Board to:

1. Attend and preside at all meetings of the Board;
2. Assist in the preparation of meeting agendas and the annual work plan;
3. See that orders and resolutions of the Board are carried into effect;
4. Sign and execute documents as may be required for the Board's exercise of its powers, except as otherwise required by law; and
5. Perform such other duties applicable to the office as are necessary to fulfill the powers and duties of the Board as set forth in this Agreement, and as provided by law.

B. It shall be the duty of the Vice Chair of the Board to:

1. Perform the duties of the Chair in the Chair's absence; and

2. Perform other duties as assigned from time to time by the Board.

C. It shall be the duty of the Secretary/Treasurer of the Board to:

1. Keep and post a true and accurate record of the proceedings of all meetings of the Board;
2. Keep a record of all amendments, alterations and additions to this Agreement;
3. Prepare and process all correspondence;
4. Prepare and file all reports and statements as required by law and this Agreement;
5. Keep all financial accounts of the WMO, and prepare and present to the Board full and detailed financial statements of the WMO prior to its annual meeting; and
6. Perform other duties as assigned from time to time by the Board.

The Board may delegate powers and duties of the Officers to WMO staff as necessary to accomplish the work of the WMO.

SECTION 9. CONSTRUCTION OF IMPROVEMENTS.

A. **Capital Improvement Projects.** All construction, reconstruction, extension, or maintenance of WMO improvements, including outlets, lift stations, dams, reservoirs, or appurtenances of a surface water or storm sewer system ordered by the WMO which involve potential construction by and assessment against any Member or against privately or publicly owned land within the watershed shall adhere to the following procedures set forth in this section. The Board shall secure from its engineers or some other competent person a preliminary report advising it whether the proposed improvement is feasible, whether there are feasible alternatives, whether the proposed improvement shall best be made as proposed or in conjunction with some other improvement, a determination of the quantity and/or quality of storm and surface water contributed to the improvement by each Member, the estimated cost of the improvement(s), including maintenance, the estimated cost to each Member, and evaluating the consistency of the improvement with the Watershed Management Plan capital improvement section. The Board shall then hold a public hearing on the proposed improvement. Notice of the

hearing shall be mailed to the clerk of each affected Member and shall also be published in the Board's official newspaper(s). The notice shall be mailed not less than forty-five (45) days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost, and the estimated cost to each Member.

To order the improvement, a resolution setting forth the order shall require a favorable majority vote of all eligible votes of the Members of the WMO. The order shall describe the improvement, shall allocate in percentages the cost allocation among the Members, shall determine the method of financing, shall designate the engineers to prepare plans and specifications, and shall designate the entity that will contract for the improvement. The Board shall not order and no engineer shall prepare plans and specification before the Board has adopted a resolution ordering the improvement. After the Board has ordered an improvement, it shall forward the preliminary report to all affected Members with an estimated time schedule for the construction of the improvement.

The Board shall allow not less than 90 days, nor more than 270 days, for each Member to conduct hearings as provided by law or applicable charter requirements, to approve the construction and the method of financing of the improvement which the Member will use to pay its proportionate share of the costs of the improvement.

If the WMO proposes to use Dakota County's and/or Ramsey County's bonding authority, or if the WMO proposes to certify all or any part of an improvement to Dakota and/or Ramsey County for payment, then and in that event all proceedings shall be carried out in accordance with Minn. Stat. § 103B.251.

The Board may order advertising for bids upon receipt of notice from each Member which will be assessed that it has completed its hearing or determined its method of

payment, or upon expiration of 270 days after the mailing of the preliminary report to the Members, whichever occurs first.

B. **Appeal.** Any Member aggrieved by the determination of the Board as to the financing of an improvement or allocation of the costs of an improvement shall have thirty (30) days after the WMO resolution ordering the improvement to appeal the determination to arbitration. The appeal shall be in writing requesting the arbitration and shall be addressed to the Board in c/o City of South St. Paul, 125 3rd Ave. N., South St. Paul, MN 55075. The determination of the Member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three (3) persons: one to be appointed by the Board, one to be appointed by the appealing Member, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within fifteen (15) days after their appointment, then the chief judge of the District Court of Dakota County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of any Member and if appointed by the chief judge, shall be a person knowledgeable in the subject matter of the dispute. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the WMO and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat. Chapter 572. Arbitration must be completed within the 270 day period provided for in paragraph A of this Section.

C. **Contracts for Improvements.** The bidding and contracting of the work may be let by any Member or by the WMO as determined by the Board, in compliance with state statutes. Contracts and bidding procedures shall comply with all legal requirements.

D. **Supervision.** All improvement contracts shall be supervised by the entity awarding the contract. A WMO representative shall also be authorized to observe and review the work in progress and the Members agree to cooperate with the WMO representative in accomplishing the WMO's purposes. Representatives of the WMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The WMO representative shall report to the Board on the progress of the work.

E. **Land Acquisition.** The WMO shall not have the power of eminent domain. All easements or interest in land which are necessary for an improvement will be negotiated or condemned in accordance with Minn. Stat. Chapter 117 by the Member where the land is located, and each Member agrees to acquire the necessary easement or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this Agreement. All reasonable costs of the acquisition, including attorney's and appraiser's fees, shall be a cost of the improvement, and shall be allocated according to the formula for allocating Capital Improvement cost in Section 10, paragraph G. If a Member determines it is in its best interest to acquire additional rights in lands for some other purposes, in conjunction with the taking of lands for the improvement, the costs of the acquisition of additional rights in lands will not be included in the improvement costs. The Board, in determining the amount of the improvement costs to be assessed to each Member, may take into consideration the land use for which the additional lands are being acquired and may credit the acquiring Member for the land acquisition to the extent that it benefits the other Members. Any credits may be applied to the cost allocation of the improvement, or the Board, if feasible and necessary, may defer the credits to a future improvement.

Members may not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member within the WMO.

SECTION 10. FINANCES.

A. **Disbursements.** The WMO funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. The Board shall designate one or more national or state bank or trust companies authorized to receive deposits of public monies to act as depositories for the WMO funds. In no event shall there be a disbursement of WMO funds without approval by the Board and the signature of at least two (2) Board Members, one of whom shall be an officer. The Board may require the secretary/treasurer to file with the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The WMO shall pay the premium on said bond.

B. **Budget.** On or before July 1 of each year, the Board shall adopt a general fund budget ("Budget") by a majority vote of all Members (with each Member having one vote) for the ensuing year and decide upon the total amount necessary for the general fund. The secretary/treasurer of the Board shall certify the Budget to the clerk of each Member, together with a statement of the proportion of the Budget to be provided by each Member, computed in accordance with Section 10, paragraph E. The council of each Member shall review the Budget, and the Board shall upon notice from any Member received prior to August 1, hear objections to the Budget, and may, upon notice to all Members of the time, date, place of and right to participate in the hearing and after a hearing, modify or amend the Budget, and then give notice to the Members of any and all modifications or amendments. Each Member agrees to provide the funds required by the Budget by February 15 of each year.

If a Member fails to provide its share of the funds required by the Budget by February 15 of each year, the unpaid balance of the funds shall accrue interest at a rate of eight percent (8%) per annum commencing the day following February 15 of the year in which the funds were due. The WMO may take whatever action, at law or in equity, it deems appropriate to collect any amounts due from a Member under this Agreement. The Member agrees to pay the cost of collection.

C. **Maintenance.** The Board shall have the option of funding maintenance work through the Budget, or funding as a capital improvement in accordance with paragraph F of this Section. Maintenance costs that are associated with an improvement in the approved Capital Improvement Program shall be allocated according to the same formula as is applicable for allocating capital improvement costs as identified in Section 10, paragraph G. The Members affected by the improvement shall decide on the level of maintenance to be applied to the improvement. If the Members cannot agree, the Board shall make the determination.

D. **Tax Levy.** If authorized by law, the WMO may levy a tax. The proceeds of any tax levied under this paragraph shall be expended only for the purposes authorized by law. The WMO may accumulate the proceeds of levies as an alternative to issuing bonds to finance improvements.

E. **General Fund.** Each Member agrees to contribute each year to a general fund to be used for general administration purposes including, but not limited to: improvement projects, salaries, rent, supplies, development of an overall plan, insurance, bonds, and to purchase and maintain devices to measure hydrological and water quality data. The funds may also be used for any other purpose authorized by this Agreement. The annual contribution by

each Member shall be based fifty percent (50%) on taxable market value (for the preceding year) and fifty percent (50%) on area in accordance with the following formula:

Annual Watershed Levy = L

Taxable Market Value of a Member's Property in the Watershed = MV

Taxable Market Value of All Property in the Watershed = TV

Acres of Property a Member Has in the Watershed = A

Total Acres in Watershed = TA

Member Required Contribution = C

$$\frac{1}{2} L \times \frac{MV}{TV} + \frac{1}{2} L \times \frac{A}{TA} = C$$

F. Capital Improvement.

1. All capital improvements ordered by the Board must be included in the WMO's adopted capital improvement program. An improvement fund shall be established for each improvement ordered by the WMO. If ordered by the Board, each Member agrees to contribute to the funds its proportionate share of the engineering, legal, and administrative costs as determined by the amount to be assessed against each Member as a cost of the improvement. The Board shall submit in writing a statement to each Member, setting forth in detail the expenses incurred by the WMO for each improvement.

Each Member further agrees to pay its proportionate share of the cost of the improvement in accordance with the determination of the Board, under Section 10, paragraph G, H, or I. The Board or the Member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the Member being billed agrees to pay its share of the costs within thirty (30) days after receipt of the statement. The Board may also require payment from Members before awarding a contract based upon an engineer's estimate of cost. Billings will then be adjusted when actual costs are known. The Board or the Member awarding the contract shall advise other contributing Members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

2. Notwithstanding the provisions of paragraph F(1) above, of the Capital Improvements, the WMO may also fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.251. The WMO and Dakota County and/or Ramsey County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Dakota and/or Ramsey County pursuant to Minn. Stat. § 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Dakota and/or Ramsey County based upon a tax levy resolution adopted by the WMO and remitted to the county(ies) on or before October 1 of each year. If it is determined to levy for maintenance, the WMO shall be required to follow the hearing process established by Minn. Stat. § 103D.921. Mailed notice shall also be sent to the clerk of each Member at least thirty (30) days prior to the hearing.
3. The WMO may also fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.241.

G. Capital Cost Allocation of Improvements in the Board's Watershed

Management Plan. All capital improvement costs of improvements designated in the WMO's adopted watershed management plan for construction by the WMO pursuant to Section 10, paragraph F(1) of this Agreement shall be apportioned by the following methods or a combination of these methods:

1. For improvements related to water quantity:
 - a. A Member shall be responsible for the costs of construction of that portion of a drainage system that is located within its borders and that is necessary to accommodate its Allowable Flow and the Allowable Flow of all other tributary Members.
 - b. A Member shall also be responsible for its share of construction costs of a drainage system, whether or not that system is located within its borders that is necessary to convey Excessive Flows originating within the Member's borders.
 - c. Increased costs of construction incurred for acquisition of lands, easements and rights of way within natural watercourses shall be the obligation of the Member in

which the land lies and shall not be apportioned to other Members to the extent that such costs exceed costs which would have been incurred if there had been no improvement on such lands, easements, or rights of way.

- d. Costs of construction shall include all costs associated with a WMO approved improvement (whether trunk sewer or natural conveyance) and whether or not actually constructed, including, but not limited to, costs for design, administration, construction supervision, legal fees, acquisition of lands and improvements and actual construction and maintenance costs.
- e. The WMO shall consider any grant money received or to be received by a Member for sanitary sewer/storm sewer separation or for the construction, reconstruction or replacement of storm sewer facilities before making cost allocations among Members and may consider the application of any grant proceeds toward the cost of the improvement before allocating costs between or among the Members involved, provided that such allocation would not violate the terms and conditions of the grant.
- f. For water quantity projects and maintenance, the cost sharing will be based on the cost allocation methods in the attached **Exhibit “B”** incorporated by reference and serving as a compilation of general examples of cost allocations-under this Agreement for hypothetical circumstances stated in the examples.
- g. Members may enter into individual joint powers agreements with one another for mutually agreed upon cost allocations for water quantity projects and maintenance as an alternative to those outlined in Exhibit “B”.

2. For improvements related to water quality:

- a. For water quality projects and maintenance, the cost sharing will be based on the cost allocation methods in the attached **Exhibit “C”** incorporated by reference.
- b. Members may enter into individual joint powers agreements with one another for mutually agreed upon cost allocations for water quality projects and maintenance as an alternative to those outlined in Exhibit “C”.
- c. Other cost sharing method approved by the Board.
- d. Pursuant to Minn. Stat. § 103B.251.

H. **Capital Cost Allocation of Improvements Delineated in Local**

Watershed Management Plans. All capital improvement costs incurred by the WMO for

improvements delineated in local watershed management plans that benefit only that Member, which the WMO undertakes because the Member fails to do so, shall be apportioned entirely to that Member.

I. **Other Cost Allocations.** Members may enter into individual joint powers agreements with one another for mutually agreed upon cost allocations for capital improvement projects as an alternative to using the methods outlined in this agreement.

SECTION 11. SPECIAL ASSESSMENTS. The WMO shall not have the power to levy special assessments. All such assessments shall be levied by the Member within which the land is located.

SECTION 12. DURATION. This Agreement may be terminated by the written agreement of a majority of the Members or pursuant to Minn. Stat. § 103B.221.

SECTION 13. DISSOLUTION. Upon dissolution of the WMO or termination of this Agreement, all property of the WMO shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the Members. Such distribution of WMO assets shall be made in proportion to the total contribution to the WMO required by the last annual Budget.

SECTION 14. EFFECTIVE DATE. This Agreement shall be in full force and effect when all seven (7) Members file a certified copy of a resolution approving this Agreement and have executed this Agreement and filed the executed Agreement with the Board. All Members need not sign the same copy.

SECTION 15. COUNTERPARTS. The parties may sign this Agreement in counterparts, each of which constitutes an original but all of which together constitute one instrument.

SECTION 16. ELECTRONIC SIGNATURES. The parties agree that the electronic signature of a party to this Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

*Remainder of page intentionally left blank.
Signature pages follow.*

Approved by the City Council
_____, 20_____.

CITY OF INVER GROVE HEIGHTS

By: _____

Attest: _____

Approved by the City Council
_____, 20_____.

CITY OF LILYDALE

By: _____

Attest: _____

Approved by the City Council
_____, 20_____.

CITY OF MENDOTA HEIGHTS

By: _____

Attest: _____

Approved by the City Council
_____, 20_____.

CITY OF ST. PAUL

By: _____

Attest: _____

By: _____

Attest: _____

By: _____

Attest: _____

Approved as to Form:

By: _____
Assistant City Attorney

Approved by the City Council
_____, 20_____.

CITY OF SOUTH ST. PAUL

By: _____

Attest: _____

Approved by the City Council
_____, 20_____.

CITY OF SUNFISH LAKE

By: _____

Attest: _____

Approved by the City Council
_____, 20_____.

CITY OF WEST ST. PAUL

By: _____
Its Mayor

By: _____
Its City Manager

EXHIBIT "A"
JOINT POWERS AGREEMENT

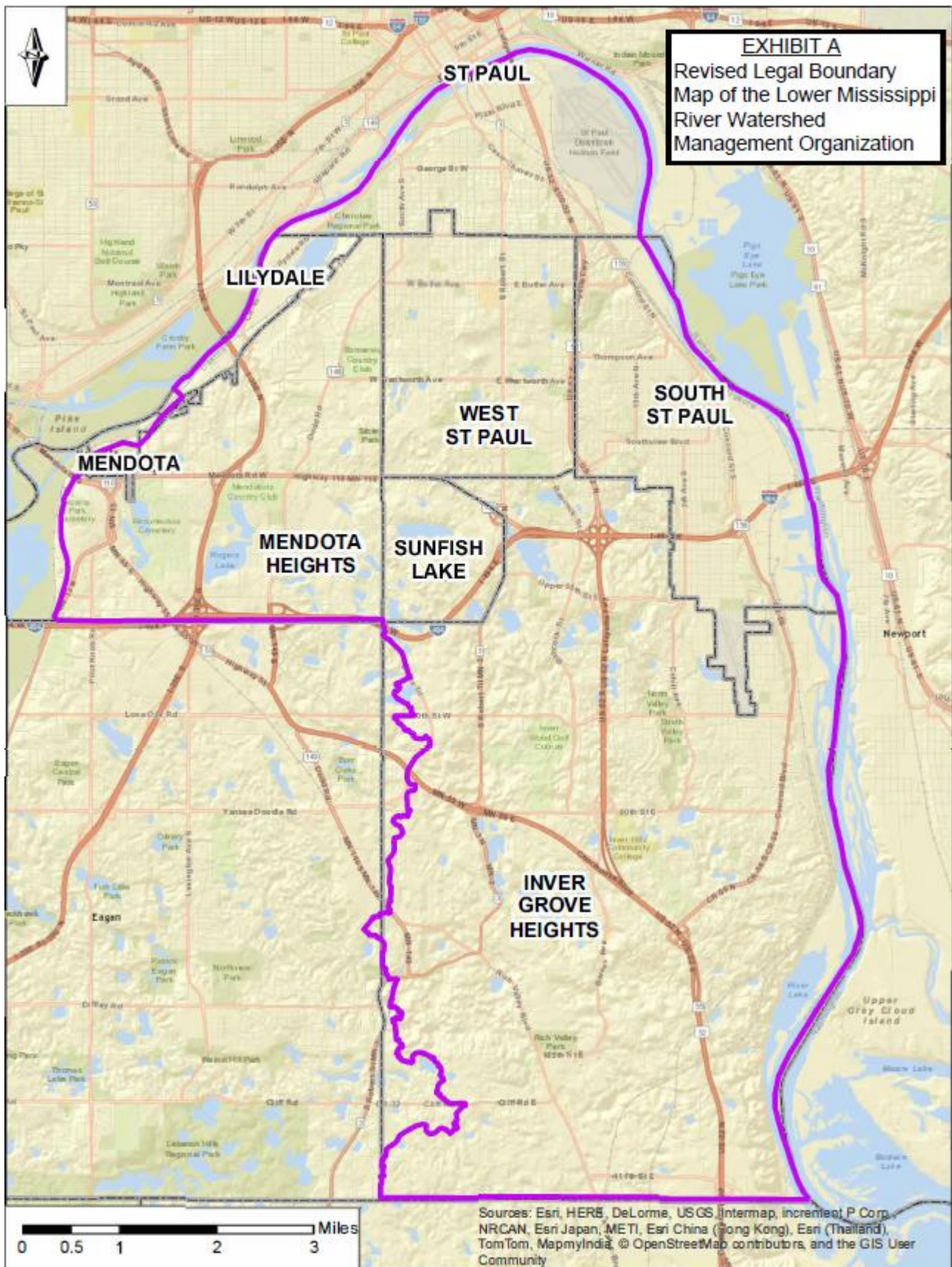
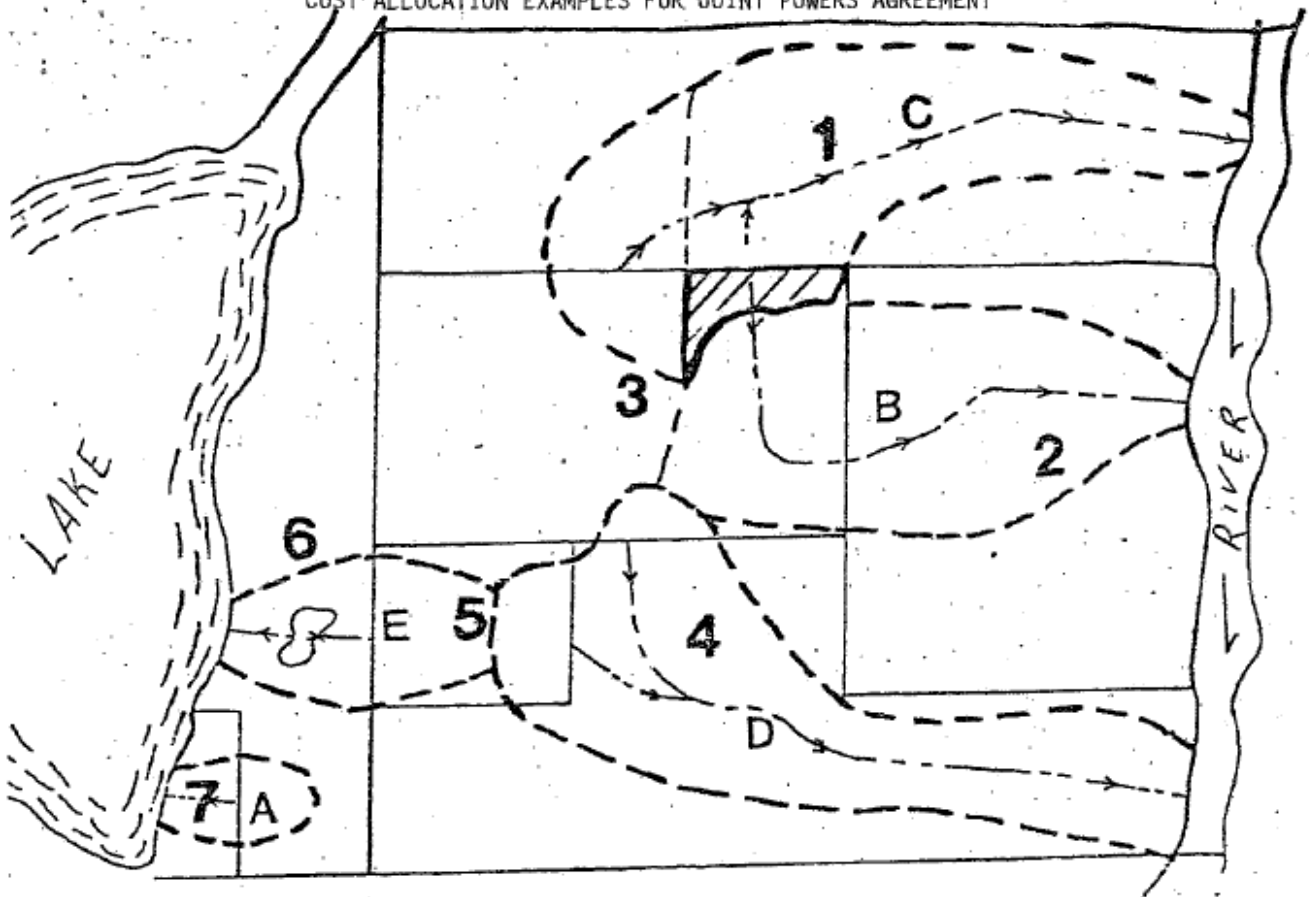


EXHIBIT "B" **JOINT POWERS AGREEMENT**

COST ALLOCATION EXAMPLES FOR JOINT POWERS AGREEMENT

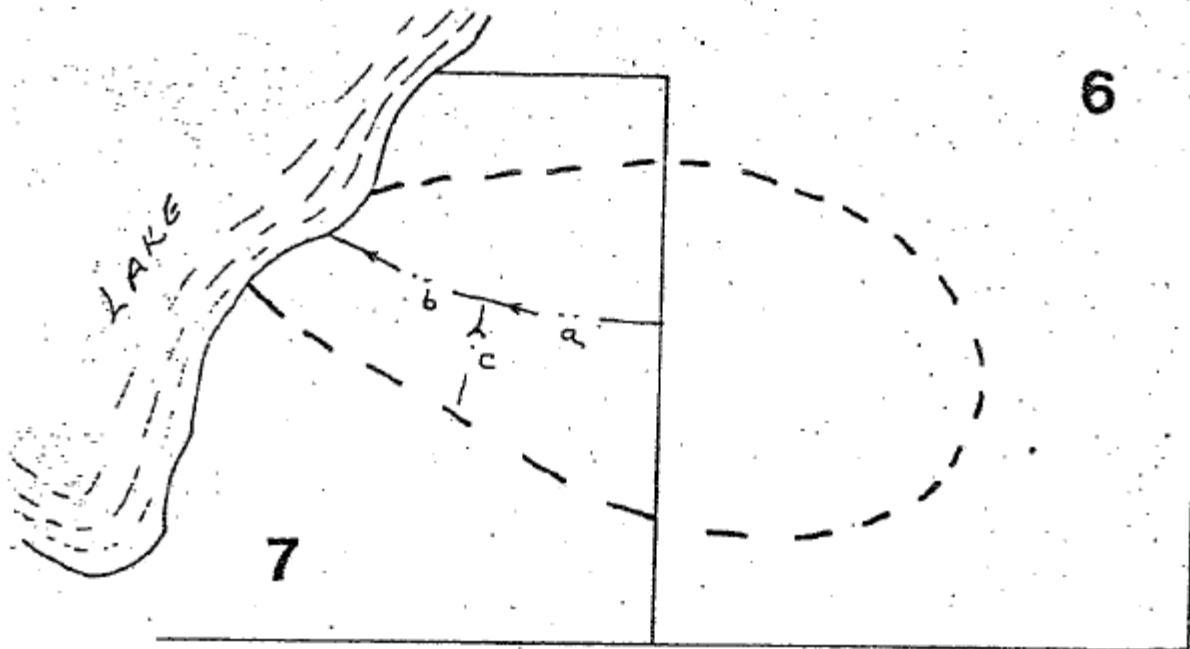


EXAMPLE	DESCRIPTION
A.	Two Cities
B.	Two Cities With Diversion In
C.	Two Cities With Diversion Out
D.	Three Cities
E.	Added Ponding

LEGEND	
	Watershed Boundary
	Drainage Facility
	City Boundary
	Detention Pond
	Diverted Area

Exhibit B
Page 1 of 9

JOINT POWERS AGREEMENT



EXAMPLE "A" - TWO CITIES

Project: Construct project (Segments "a" and "b") in City #7 to provide drainage for Cities #6 and #7 under fully developed conditions.

Cost Allocation:

$$\text{City \#6: Cost share} = \frac{Q_{E6}}{Q_T} \times \text{Total project cost for "a"}$$

$$\text{City \#7: Cost share} = \text{Total project cost} - \left(\frac{Q_{E6}}{Q_T} \times \text{Total project cost} \right)$$

Where: $Q_{E6} = Q_{T6} - Q_{A6}$;

Q_{E6} is the design flow rate from City #6 which is in excess of the allowable flow rate from City #6;

Q_{A6} is the allowable flow rate from City #6;

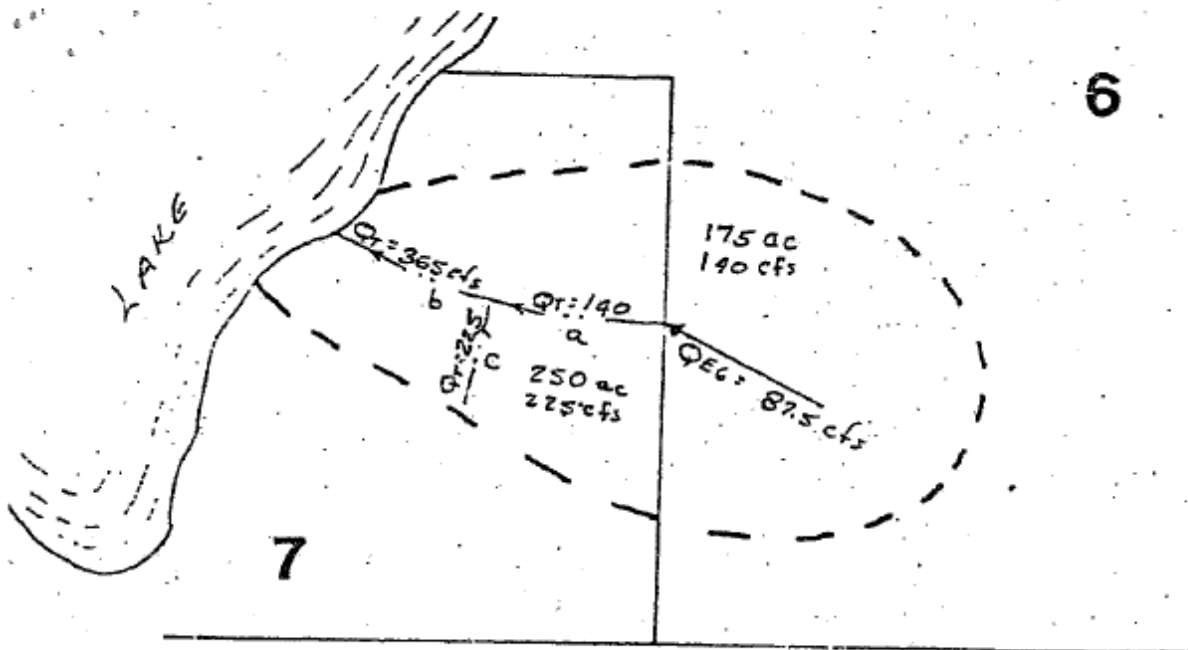
Q_{T6} is the total design flow rate from City #6;

Q_T is the total flow rate for which the project is designed in each Segment.

City #6: Cost share for Segment "c" = Zero dollar (no tributary flow).

Exhibit B
Page 2 of 9

JOINT POWERS AGREEMENT



EXAMPLE "A" - TWO CITIES

Sample Calculations

Assume:

City #6 - Area of Watershed within City #6 = 175 acres

Full development runoff (Q_{T6}) = CIA = $0.40 \times 2.0"/h \times 175 = 140$ cfs

Predevelopment runoff (Q_{A6}) = CIA = $0.15 \times 2.0"/h \times 175 = 52.5$ cfs

Then:

Excess runoff (Q_{E6}) (from formulae: $Q_E = Q_T - Q_A$) = 87.5 cfs

1. City #6 cost share for Segment "a" = $\frac{87.5}{140} \times$ project cost for "a" = .63 x Project cost for "a".

(From formulae: share = $\frac{Q_E}{Q_T} \times$ Project cost)

Note: Segment "a" ends at first point of entry into the system from City #7.

Assume:

City #7 - Area of Watershed within City #7 = 250 acres and all flows from City #7 enter system by way of Segment "c".

Full development runoff (Q_{T7}) = CIA = $.50 \times 1.8 \times 250 = 225$ cfs

Design flow for Segment "b" = $Q_{T(SEG. "a")} + Q_{T7} = 140 + 225 = 365$ cfs

2. City #6 has no cost share obligation in Segment "c" when there is no tributary flow from City #6.

(continued)

Exhibit B
Page 3 of 9

JOINT POWERS AGREEMENT

Then:

3. City #6 cost share for Segment "b" = $\frac{87.5}{365}$ x Project cost for "b" = 0.24 Project cost of "b".

(From formulae: Share = $\frac{Q_{E6}}{Q_T}$ x Project cost)

Note:

City #6 can reduce the excess flow (Q_{E6}) by detention ponding even to the amount that the rate of flow from City #6 (Q_{T6}) is no greater than the allowable flow rate (Q_{A6}). Any reduction in the total rate from City #6 would be applied to the excess rate and thereby reduce the obligation of City #6 to share in the cost of constructing any conveyance system in City #7.

SUMMARY OF COSTS

Segment "a":

City #6: Cost share = $\frac{87.5}{140}$ x Project cost for "a".

City #7: Cost share = $\frac{52.5}{140}$ x Project cost for "a".

Segment "b":

City #6: Cost share = $\frac{87.5}{365}$ x Project cost for "b".

City #7: Cost share = $\frac{277.5}{365}$ x Project cost for "b".

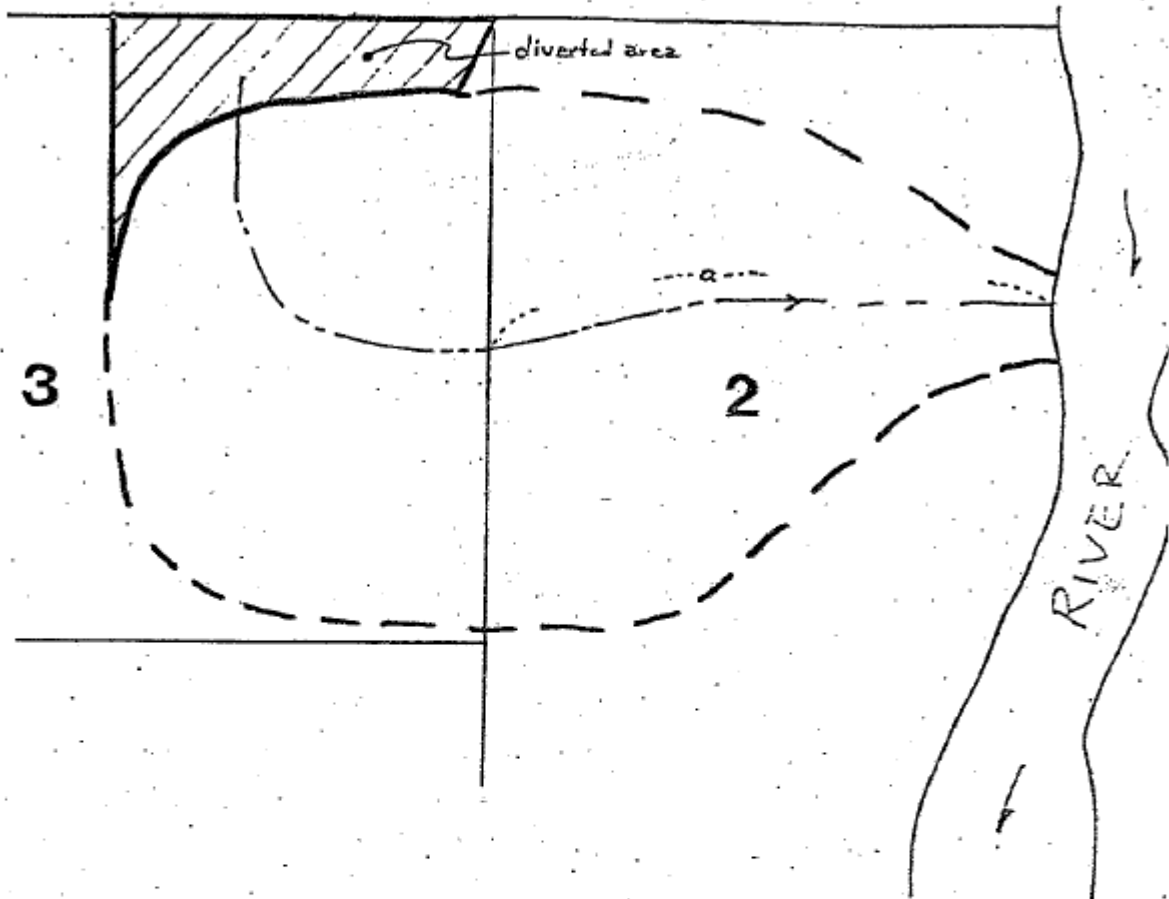
Segment "c":

City #6: Cost share = Zero dollar (no tributary flow).

City #7: Cost share = All of Project cost for "c".

Exhibit B
Page 4 of 9

JOINT POWERS AGREEMENT



EXAMPLE "B" - TWO CITIES WITH DIVERSION IN

Project: Construct Trunk facility "a" in City #2 only for Cities #2 and #3 under fully developed conditions.

Cost Allocation:

$$\text{City \#3: Cost share} = \frac{Q_{E3}}{Q_T} \times \text{Total project cost.}$$

Where: $Q_{E3} = Q_{T3} - Q_{A3}$

And Q_{E3} is the design flow from City #3 as described in Example "A" plus all flows coming from the area diverted.

All facilities within City #3 are constructed by City #3.

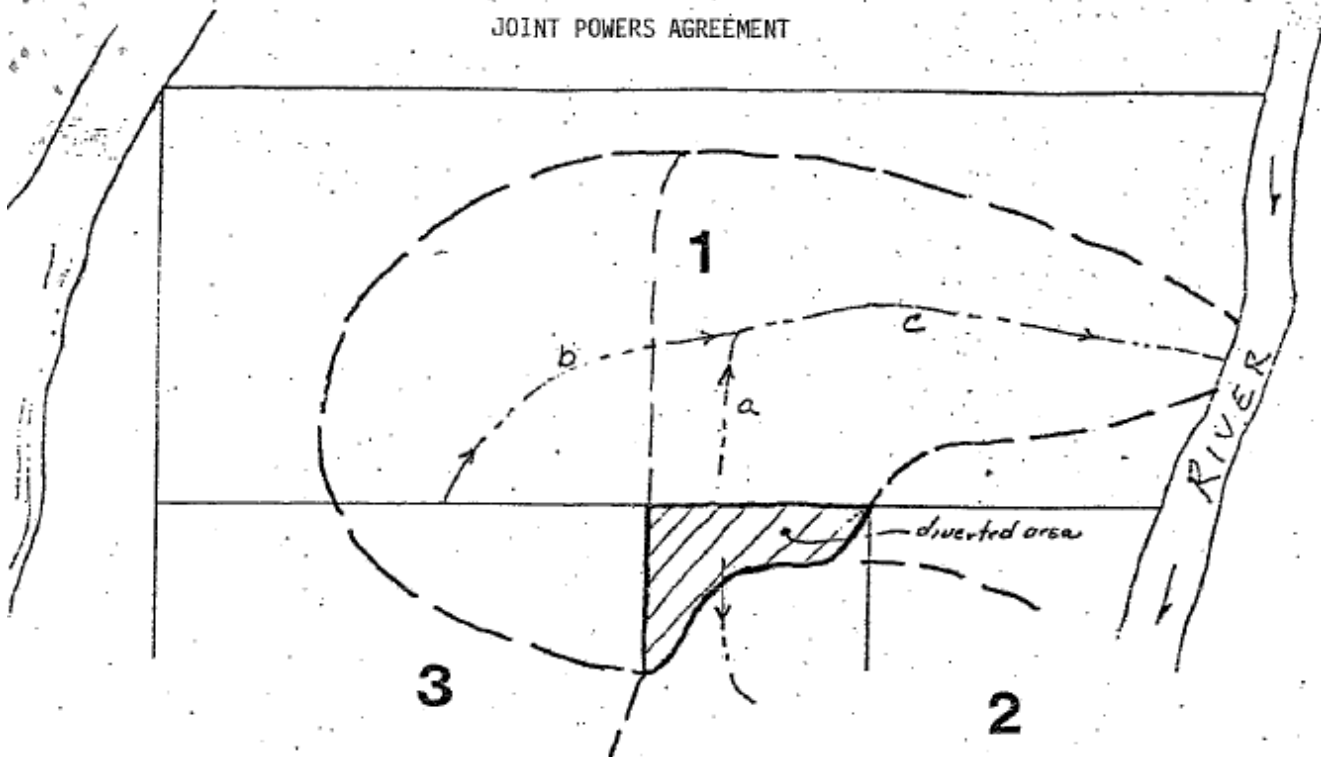
Detention in City #3 can reduce Q_{E3} ;

Q_T and Q_A are as defined in Example "A".

Note: This case applies only where waters are diverted from one City to another City or from one major drainage district to another.

Exhibit B
Page 5 of 9

JOINT POWERS AGREEMENT



EXAMPLE "C" - TWO CITIES WITH DIVERSION OUT

Project: Construct Trunk Segments "a", "b", "c" in City #1 under fully developed conditions.

Cost Allocation:

City #3: Cost share for Segment "a" = Zero dollars
(all flows have been diverted away)

Cost share for Segment "b" = $\frac{Q_{E3}}{Q_T} \times \text{Total project cost for "b"}$.

Where: Q_{E3} is the excess flow from City #3 that is tributary to Segment "b" only.

City #3: Cost share for Segment "c" = $\frac{Q_{E3}}{Q_T} \times \text{Total project cost for "c"}$.

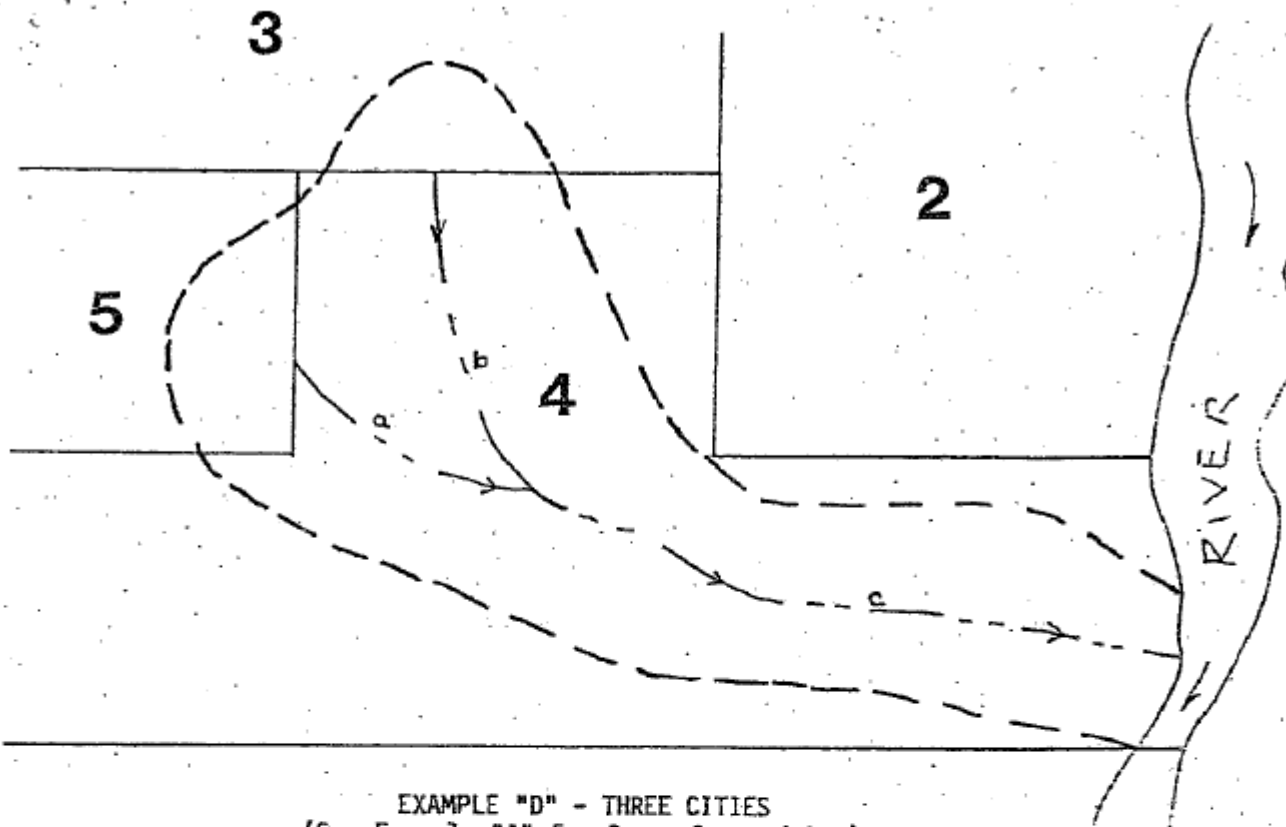
Where: Q_{E3} is the excess flow from City #3 that is tributary to Segment "c" calculated as Q_{E3} tributary to "b" minus Q_{A3} that would have been tributary to "a" had there been no diversion out of the drainage district.

Q_T and Q_A are as defined in Example "A".

Note: This case applies only where waters are diverted from one City to another City, or from one major drainage district to another.

Exhibit B
Page 6 of 9

JOINT POWERS AGREEMENT



EXAMPLE "D" - THREE CITIES
(See Example "A" for Q_T , Q_A and Q_E)

Project: Construct Project (Segments "a", "b" and "c") in City #4 to provide drainage for Cities #3, #4, and #5 under fully developed conditions.

Cost Allocations:

City #3: Cost share Segment "b" = $\frac{Q_{E3}}{Q_T} \times \text{Project cost for "b"}$.

Cost share Segment "a" = Zero dollars (no tributary flow).

Cost share Segment "c" = $\frac{Q_{E3}}{Q_T} \times \text{Project cost for "c"}$.

City #5 Cost share Segment "a" = $\frac{Q_{E5}}{Q_T} \times \text{Project cost for "a"}$.

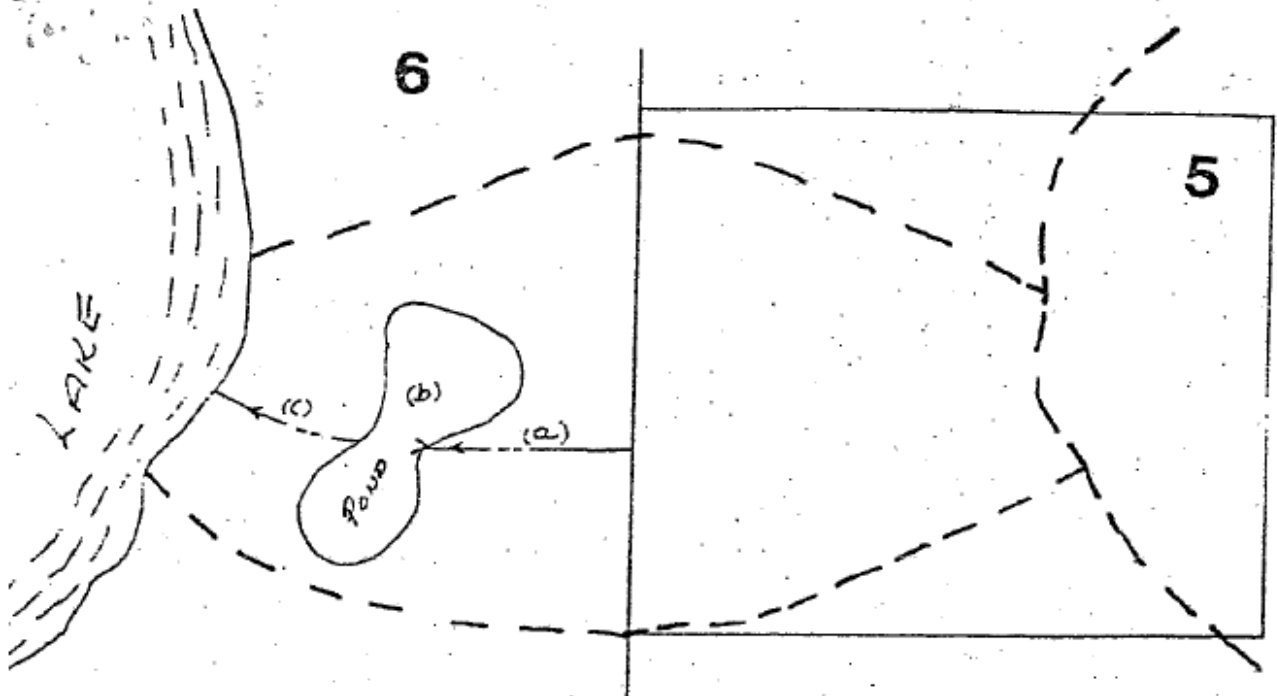
Cost share Segment "b" = Zero Dollars (no tributary flow).

Cost share Segment "c" = $\frac{Q_{E5}}{Q_T} \times \text{Project cost for "c"}$.

Where: Q_T is the total flow rate for which each respective Segment is designed.

Exhibit B
Page 7 of 9

JOINT POWERS AGREEMENT



EXAMPLE "E" - ADDED PONDING
(See Example "A" for definition of Q_T , Q_A and Q_E)

Project: Construct Trunk "a", Detention Pond "b" and Outlet "c" for cities #5 and #6 under fully developed conditions.

Cost Allocation:

City #5 (Trunk "a"): Cost share = $\frac{Q_{E5}}{Q_T}$ x Project cost of Trunk "a".

Where: Q is the total flow rate in Trunk "a".

City #5 (Pond "b"): Cost share = $\frac{V_{E5}}{V_T}$ x Project cost of Pond "b".

Where: V_{E5} is the design Volume of runoff from City #5 which is in excess of the allowable Volume from City #5;

V_T is the total Volume used in the design of the detention pond.

City #5 (Outlet "c"): Cost share = $\frac{Q_{E5}}{Q_T}$ x Project cost of Outlet "c".

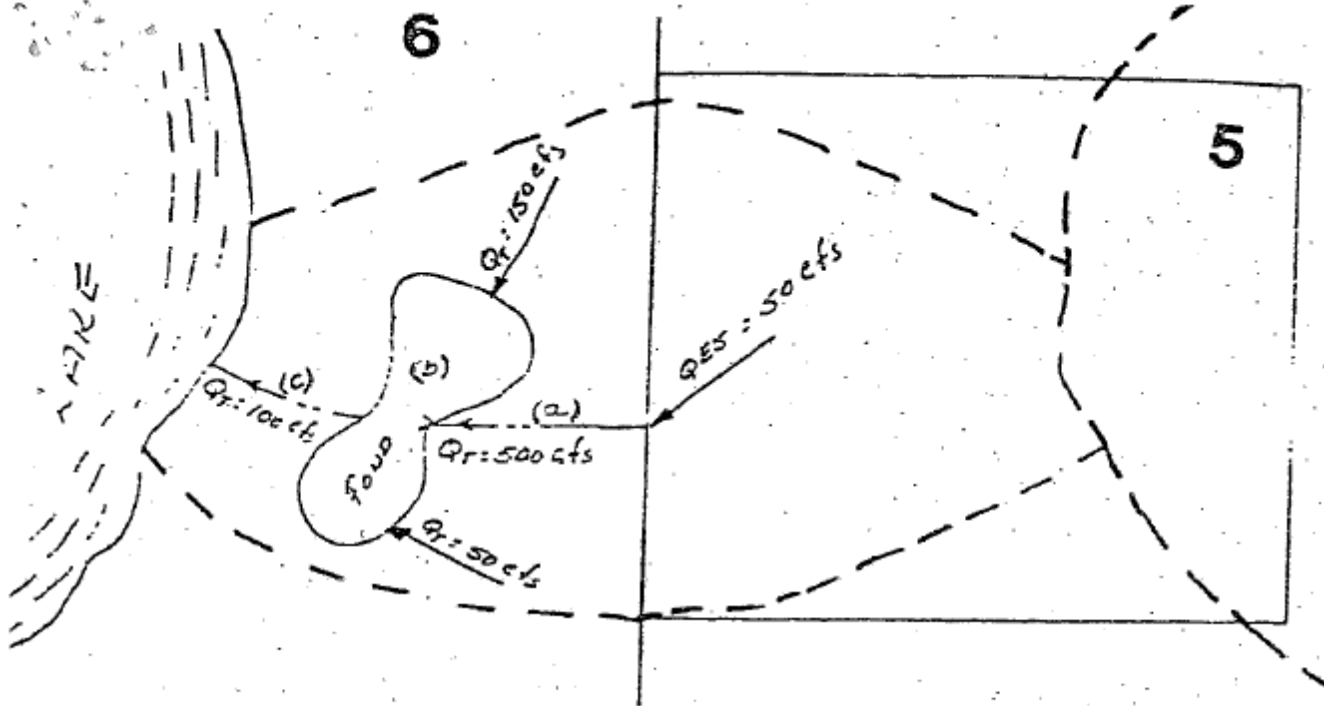
Where: Q_{E5} is reduced from Trunk "a" Inlet Q_{E5} by the ratio of $\frac{\text{Outlet } Q_T}{\text{Inlet } Q_T}$;

Inlet Q_T is the summation of all flows into the pond;

Outlet Q_T is the total flow rate out of the pond under design conditions.

Note: See Page 9 for sample calculations

Exhibit B
Page 8 of 9



EXAMPLE "E" - ADDED PONDING

Sample calculation for City #5 cost share for Outlet "c":

Assume:

$$\begin{aligned}
 Q_{E5} &= 50 \text{ cfs} \\
 Q_T \text{ Pond inflow in Segment "a"} &= 500 \text{ cfs} \\
 Q_T \text{ Pond inflow from other areas} &= 200 \text{ cfs} \\
 \leq Q_T \text{ Pond inflow} &= 700 \text{ cfs} \\
 Q_T \text{ Pond Outlet "c"} &= 100 \text{ cfs}
 \end{aligned}$$

And:

$$Q_{E5} (\text{OUTLET}) = Q_{E5} (\text{INLET}) \times \frac{Q_T (\text{OUTLET})}{\leq Q_T (\text{INLET})}$$

$$\text{City \#5 cost share} = \frac{Q_{E5} (\text{OUTLET})}{Q_T (\text{OUTLET})} \times \text{Project cost of Outlet "c"}$$

Then:

$$Q_{E5} (\text{for Segment "c"}) = \frac{100}{700} \times 50 = 7.14 \text{ cfs}$$

$$\text{City \#5 cost share} = \frac{7.14}{100} \times \text{Project cost of Outlet "c"}$$

Exhibit B
Page 9 of 9

EXHIBIT “C” JOINT POWERS AGREEMENT

LMRWMO JPA Exhibit C

Exhibit C

The Lower Mississippi River Watershed Management Organization (LMRWMO) has developed the following four water quality cost allocation methods:

1. Total Area
2. Effective Impervious Area
3. Relative Pollutant Load
4. Allowable Pollutant Load

A description of each of these four methods is provided in this exhibit, including applicable formulas, and criteria for when application of each method is appropriate. In addition, four hypothetical scenarios are presented to illustrate differences between the four cost allocation methods listed above. An alternative approach to the cost allocation methods listed above is also included, referred to as the “Cost for Equivalent Treatment.” This cost allocation approach is described separately, as it must be assessed on a case-by-case basis and is intended for use only when the above methods are considered unacceptable to the LMRWMO Board.

Summary of Cost Allocation Methods

Method 1: Total Area Method

The Total Area method allocates cost based on the fractions of the total tributary area within each member city. This method does not account for the variation in pollutant loading from areas of differing land use (and imperviousness). Nor does this method account for water quality treatment that may already occur upstream of the proposed project (via natural systems or past best management practice (BMP) implementation such as ponds or sedimentation basins). This is the simplest water quality cost allocation method presented, described by Equation 1:

$$Cost_i = \frac{Area_i}{Area_{total}} \quad \text{Equation 1}$$

...where $Cost_i$ = cost to member city i
 $Area_i$ = area within member city i tributary to project
 $Area_{total}$ = total area tributary to project

The Total Area Method normally should not be used for projects encompassing a wide range of land use and/or various levels of upstream treatment (and therefore varying pollutant loads). The Total Area cost allocation method is most applicable when the tributary drainage areas from each member city contribute similar pollutant loads per unit area. This is likely to occur when tributary watersheds have similar land use and levels of existing water quality treatment. Criteria for application of this method include:

Page 1 of 16

- Similar land uses across member cities' tributary areas
- Similar levels of existing treatment (if applicable) across member cities' tributary areas/land uses

Method 2: Effective Impervious Area Method

The Effective Impervious Area Method is similar to the Total Area Method in that costs are apportioned based on the fractions of tributary area within each member city. However, the Effective Impervious Area Method is based on the fraction of impervious area (versus total area) within each member city, to account for variation in land use (and imperviousness) throughout the tributary area. The Effective Impervious Area Method also accounts for existing upstream water quality treatment by applying a treatment effectiveness coefficient to areas already receiving treatment, in recognition that the pollutant contribution from "treated" areas will be less. The Effective Impervious Area Method is appealing because it accounts for differences in pollutant contribution from tributary areas both due to land use differences (via an assumed relationship between imperviousness and pollutant loading) and the presence of upstream treatment.

In the Effective Impervious Area Method, the cost is apportioned to each member city based on the fraction of that city's effective tributary area to the total effective tributary area. The effective tributary area includes 100% of the untreated impervious area and a fraction of the treated impervious area. This method is described by the following formulas:

$$Cost_i = \frac{Area_{effective,i}}{Area_{effective,total}} \quad \text{Equation 2-a}$$

$$Area_{effective,i} = Area_{untreated\ imp,i} + E * Area_{treated\ imp,i} \quad \text{Equation 2-b}$$

...where	$Cost_i$	= cost to member city i
	$Area_{effective,i}$	= untreated impervious area plus fraction of treated, impervious
	$Area_{effective,total}$	= sum of effective areas of each tributary member city
	$Area_{untreated\ imp,i}$	= untreated impervious area within member city i tributary to project
	$Area_{treated\ imp,i}$	= treated impervious area within member city i tributary to project
	E	= BMP treatment effectiveness (unitless value from 0 to 1.0, 0.5 proposed for total phosphorus)

As shown in Equation 2-b, the Effective Impervious Area Method incorporates treated areas using a coefficient to account for the treatment efficiency of existing Best Management Practices (BMPs). For simplicity, a single coefficient of 0.5 is proposed. This value is based on total phosphorus removal performance presented in Table L8 of the *Minnesota Stormwater Manual* (MPCA, 2008). Other coefficients may be more applicable for specific pollutants. Impervious areas (both treated and untreated) are calculated by summing the impervious area for all tributary land uses. Impervious area for each land

use is calculated based on the tributary area and an assumed impervious fraction for the given land use (see Table 1 for example impervious fraction assumptions for a selection of land uses).

$$Area_{imp,i} = \sum K_j Area_{i,j} \quad \text{Equation 2-c}$$

...where $Area_{imp,i}$ = treated or untreated impervious area within member city i tributary to project
 $Area_{i,j}$ = area within member city i of land use j tributary to project
 K = fraction of imperviousness for land use j (unitless value from 0 to 1.0)

The Effective Impervious Area cost allocation method is most applicable when tributary areas are comprised of different land use types and existing water quality treatment BMPs. This method simplifies variability in treatment efficiency in order to limit method complexity. If no existing treatment BMPs are in-place, this method presents a relatively simple way to account for variability in land use. Criteria for application of this method include:

- Impervious areas are present in tributary watersheds
- Varying land uses across tributary watersheds
- Treatment BMPs are present in tributary areas

Table 1. Average impervious fraction of land use types

Land Use	Impervious Fraction
Natural/Park/Open	0.0
Low Density Residential	0.2
High Density Residential	0.4
Institutional	0.5
Highway	0.5
Commercial	0.8
Industrial/Office	0.8

Method 3: Relative Pollutant Load

Method 3 – Relative Pollutant Load allocates cost based on the fraction of the total pollutant load to the project that is contributed by each member city. This method is more detailed than Method 2 (presented above) in that it estimates pollutant loading (pounds of pollutant per year) from land used and considers variable effectiveness of existing treatment. While a detailed runoff model (e.g., P8) could be used to estimate Relative Pollutant Loading, use of a calculation based “simple” method is proposed to limit the level of computational effort required. The simple method, which is described in the Minnesota Stormwater Manual, estimates runoff volume and pollutant concentrations based on imperviousness and land use, as described in the following formulas:

$$Cost_i = \frac{W_i}{W_{total}} \quad \text{Equation 3-a}$$

$$W_i = W_{untreated,i} + \sum W_{BMP,j,i} \quad \text{Equation 3-b}$$

$$W_{untreated,i} = 0.2(P)(R_v)(C)(Area_{untreated,i}) \quad \text{Equation 3-c}$$

$$W_{BMP,j,i} = 0.2(P)(R_v)(C)(Area_{BMP,j,i})(BMP_{RE}) \quad \text{Equation 3-d}$$

...where	$Cost_i$	= cost to member city i
	W_i	= annual load contributed by member city i (lbs/yr)
	W_{total}	= total annual load to the project (lbs/yr)
	$W_{untreated,i}$	= annual load contributed from untreated areas of member city i (lbs/yr)
	$W_{BMP,j,i}$	= annual load contributed from areas of member city i treated by BMP j (lbs/yr)
	P	= annual precipitation (inches)
	R_v	= runoff coefficient ($0.05 + 0.9 \cdot I$) (unitless)
	I	= average percent imperviousness of tributary area (unitless value from 0 to 1.0)
	C	= concentration of pollutant in runoff (0.3 mg/L for P in urban environments)
	$Area_{untreated,i}$	= untreated area within city i tributary to project (acres)
	$Area_{BMP,j,i}$	= area within city i tributary to treatment BMP j (acres)
	BMP_{RE}	= 1 – BMP treatment efficiency (unitless value from 0 to 1.0)
	0.2	= unit conversion factor based on the input parameters as shown above

In the simple method, annual precipitation (P), area, and a runoff coefficient (R_v) are multiplied to create a runoff volume. That volume is multiplied by an assumed pollutant concentration (C) to determine the load (W). The runoff coefficient is an area-weighted average based on imperviousness. The fraction of

imperviousness for each land use type is as described in Method 2 (see Table 1). When there is existing treatment within the tributary watershed, the pollutant removal is quantified by the removal efficiency of a given best management practice (BMP_{RE}). BMP removal efficiencies are derived from Table L8 of the *Minnesota Stormwater Manual* (MPCA, 2008). The total load from a member city to the proposed project is the sum of the untreated load and the treated load from each BMP.

This method is more technical than area-based methods and requires detailed user inputs. This method accounts for varying degrees of treatment. This method is identical to Method 2 (Impervious Area Method) if all BMP treatment efficiencies are the same. The benefit of this method is the calculation of annual load from each area, which may be required for grant reporting or demonstrating waste load allocation (WLA) compliance. Criteria for application of this method include:

- Varying land uses across tributary watersheds
- Significant treatment BMPs are present in tributary areas
- Wide range in effectiveness of existing treatment

Method 4: Allowable Pollutant Load

Method 4 – Allowable Pollutant Load, apportions cost for water quality improvements similar to the existing allowable flow method, but based on pollutant load rather than flow. In this method, an upstream member city's portion of the project cost is based on the percentage of the upstream city's "excess" load relative to the total load to the project. Excess load is the total load from the upstream member city less an "allowable" load. Thus, the upstream city receives a credit for that allowable pollutant load. The credit is paid by the downstream city in which the project is located. The cost assigned to the city in which the project is located is based on the ratio of that city's total load (including the allowable pollutant loads from all upstream member cities) to the total load to the project.

The total load from areas tributary to the project is calculated using the simple method as described in Method 3 – Relative Pollutant Load. There are many ways that the "allowable" pollutant load could be defined. Allowable pollutant load is calculated by multiplying a member city's tributary area by an export coefficient (pollutant loading per unit area) corresponding to natural conditions. For simplicity, a single export coefficient is proposed for each pollutant. An export coefficient of 0.15 kg/ha/year (or 0.17 lbs/acre/year) is proposed for total phosphorus generated from natural areas. This value represents a combination of forested, mixed, and idle land export coefficients summarized in the *Review of Published Export Coefficients and Event Mean Concentration Data* (Lin, 2004). Excess load is calculated as the difference between the total load and the allowable pollutant load. This method is described by the formulas shown below:

$$Cost_{up, i} = \frac{W_{excess, up, i}}{W_{total}} \quad \text{Equation 4-a}$$

$$W_{excess, up, i} = W_{up, i} - W_{allowable, up, i} \quad \text{Equation 4-b}$$

$$W_{allowable,up,i} = (C_{nat})(Area_{up,i}) \quad \text{Equation 4-c}$$

$$Cost_{host} = Cost_{total} - \sum Cost_{up,i} = \frac{W_{total} - \sum W_{excess,up,i}}{W_{total}} \quad \text{Equation 4-d}$$

...where

$Cost_{up,i}$	= cost to upstream member city i
$Cost_{host}$	= cost to member city in which the project is located
W_{total}	= annual total load to project (lbs, see Method 3 – Relative Pollutant Load)
$W_{up,i}$	= annual total load from upstream member city i tributary to project (lbs, see Method 3 – Relative Pollutant Load)
$W_{allowable,up,i}$	= annual allowable pollutant load from upstream member city i tributary to project (lbs)
$W_{excess,up,i}$	= annual excess load from upstream member city i tributary to project (lbs)
$Area_{up,i}$	= area within upstream member city i tributary to project (acres)
C_{nat}	= pollutant-specific export coefficient (lbs/acre/yr, 0.17 proposed for total phosphorus)

The allowable pollutant load calculation shown above is provided as a simple method applicable to most situations. In some cases (e.g., TMDL waste load allocations) it may be useful to define allowable pollutant load through other methods. Relative to Method 3 – Relative Pollutant Load, Method 4 rewards member cities that have taken steps to reduce their loading towards pre-development levels. Criteria for application of this method are similar to Method 3 and include:

- Varying land uses across tributary watersheds
- Significant treatment BMPs are present in tributary areas
- Wide range in effectiveness of existing treatment

Alternative Approach: Cost for Equivalent Treatment

Cost for Equivalent Treatment apportions the cost for water quality improvements located downstream of a member city based on the cost to achieve the same level of treatment through other means. In this method, an upstream city would contribute to a downstream city's water quality improvement project based on the cost of implementing other equally-effective BMPs, and the share of the improvement (or pounds of loading reduction) that they get credit for. This method implies that a pollutant reduction target has been established for each city (i.e., improving the quality of a downstream lake requires a certain level of treatment throughout the watershed). Desired load reductions could be estimated using the simple method described in Method 3 (Relative Pollutant Load).

This method could be considered when an upstream city believes the proposed downstream water quality improvement project is too expensive as a result of BMP selection and/or other design factors, and a less

expensive option exists to achieve the expected results of the downstream project. However, this method is only applicable if the less expensive option is feasible and can be demonstrated to achieve similar results, through comparison of estimated load reductions for the proposed project and the alternative, equivalent treatment. The inherent difficulty of the Cost for Equivalent Treatment approach is assessing an appropriate cost for equivalent treatment. The cost of achieving a given load reduction may vary based on many factors, including treatment location (i.e., upstream versus downstream), further complicating the estimation of a cost for equivalent treatment. Given the number of variables involved, this cost allocation approach is less structured than the other methods.

Ultimately, the cost for equivalent treatment allocation method must be applied on a case-by-case basis and should be limited to situations where other cost allocation methods are not applicable or acceptable to the LMRWMO Board.

Method Comparison via Hypothetical Scenarios

Four hypothetical scenarios involving three contributing cities were developed to illustrate the differences between cost allocation Methods 1 through 4 (Method 5 – Cost of Equivalent Treatment must be considered on a case-by-case basis and cannot be evaluated in the hypothetical situations presented here). Characteristics of the three contributing cities were varied to create the following four scenarios (see Figure 1):

- Scenario 1 – Identical land use with no treatment
- Scenario 2 – Different land use with no treatment
- Scenario 3 – Identical land use with varying levels of treatment
- Scenario 4 – Different land use with varying levels of treatment

For simplicity, all four scenarios include three contributing cities, with equal land area contributions. The contributing areas include:

- City A – 10 acres located in member city A, upstream of the project
- City B – 10 acres located in member city B, upstream of the project
- City C – 10 acres located in member city C, in which the project is located

Each scenario and the resulting relative cost distributions are summarized in the following sections.

Figure 1. Schematic of scenarios used to evaluate cost allocation methods



Figure 1. Schematic of scenarios used to evaluate cost allocation methods

Scenario 1 – Identical Land Use with No Treatment

Scenario 1 assumes institutional land use (50 percent impervious area) for all areas within each contributing city. All land within each contributing city is assumed to be untreated. This scenario is illustrated in Figure 1. The relative cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 2.

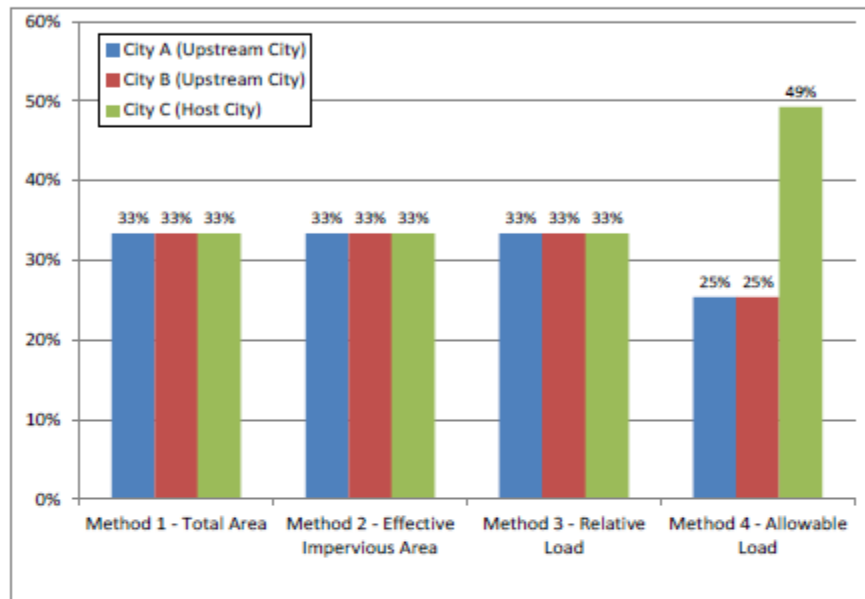


Figure 2. Cost allocation results for Scenario 1 – Identical land use

Costs are equally distributed amongst all cities according to cost allocation Methods 1 through 3 in Scenario 1. As each city's contributing area has identical characteristics, each has the same area, impervious area, and load, resulting in equivalent cost distribution for those methods. In Method 4 – Allowable Pollutant Load, upstream cities A and B receive a credit for an allowable pollutant load, reducing their relative cost from 33 percent of the total to 25 percent of the total. City C, as the host city, bears the cost for that credit; the cost to city C increases from 33 percent to 49 percent.

Scenario 2 – Different land use with no treatment

Scenario 2 assumes a unique land use type for each contributing city. City A is classified as low density residential land use (20 percent impervious). City B is classified as commercial land use (80 percent impervious). City C, the host city, is designated as institutional land use (50 percent impervious), as in Scenario 1. No treatment is assumed for any of the contributing area. This scenario is illustrated in Figure 1. The relative cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 3.

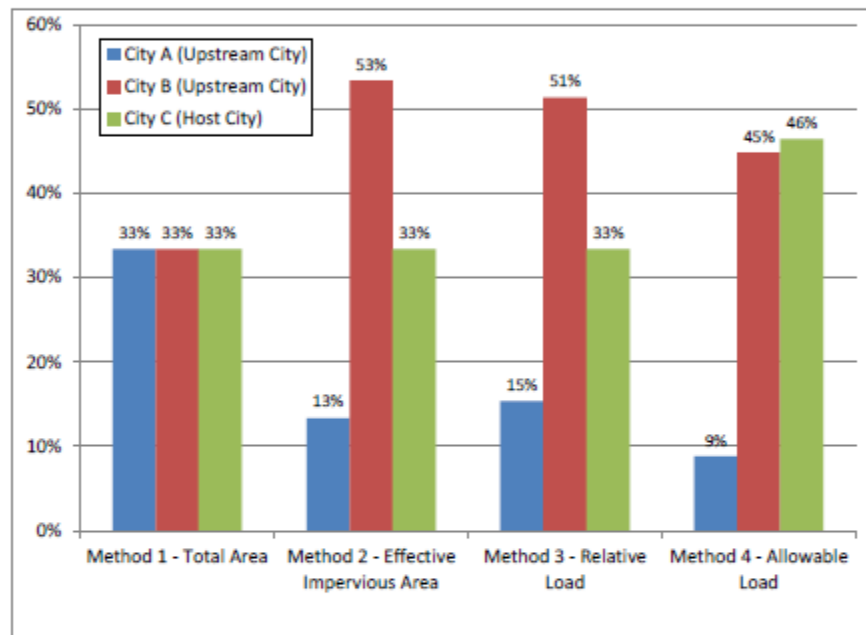


Figure 3. Cost allocation results for Scenario 2 – Different land use

In Scenario 2, the different land uses result in significantly different cost allocations for Method 2 – Effective Impervious Area as compared to Method 1 – Total area. Method 3 – Relative Pollutant Load returns a cost allocation approximately equal to Method 2, as there is no treatment in any of the contributing areas. The small difference between Methods 2 and 3 is due to the runoff coefficient used in the simple method formula to calculate pollutant load. In Scenario 2, the load from city B is much greater than its allowable pollutant load, resulting in a smaller cost difference between Method 3 and Method 4 – Allowable Pollutant Load. Thus, the additional allowable pollutant load borne by the host city (city C) is smaller than in Scenario 1.

Scenario 3 – Similar land use with varying treatment

Scenario 3 assumes the same land use as in Scenario 1, but adds various levels of existing water quality treatment. City A has no treatment. In city B, half of the tributary area is treated via a pond; the other half is treated by infiltration. Half city C's contributing area is treated by a pond and the remaining half of the area is untreated. Pollutant removal efficiency is assumed to be 50 percent for a pond and 100 percent for infiltration. This scenario is illustrated in Figure 1. The cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 4.

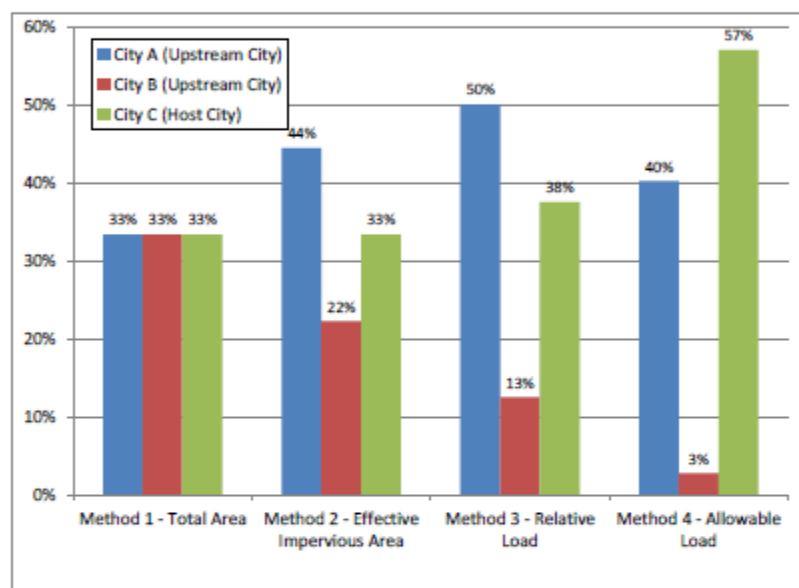


Figure 4. Cost allocation results for Scenario 3 – Identical land use with treatment

As with Scenarios 1 and 2, Method 1 – Total Area results in an equal cost allocation among each city. In Method 2 – Effective Impervious Area, the cost to city A is increased due to the lack of existing treatment BMPs within its contributing area. City B has the lowest “effective” imperviousness because 100% of the contributing area receives some kind of treatment. The cost to city C is higher than city B because only half of the area in city C receives treatment. In Scenario 3, Method 3 – Relative Pollutant Load results in a reduced cost for city B relative to Method 2 because the average treatment efficiency for the two BMPs is greater than the overall efficiency assumed in method 2 (50% pollutant removal). The relative cost to city C between Method 2 and Method 3 is similar, as the assumed treatment efficiency in Method 2 is the same as the treatment efficiency of the single pond in Method 3. The relative cost to city A is similar between Methods 2 and 3 because there is no treatment in city A. Using Method 4 – Allowable Pollutant Load, the cost assigned to city A decreases because city A gets a credit for the load expected under natural watershed conditions (“allowable” load). City B receives the same credit; the cost assigned to city B is minimal because the treatment present in city B reduces the total load to a value close to the allowable pollutant load. The cost to city C increases relative to the other methods, as city C must bear the cost of the allowable pollutant load credited to city A and city B.

Scenario 4 – Different land use with varying treatment

Scenario 4 is the most complex scenario and a scenario likely to occur in the LMRWMO. This scenario combines the differing land use types in Scenario 2 with the varying levels of existing water quality treatment of Scenario 3. This scenario is illustrated in Figure 1. The cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 5.

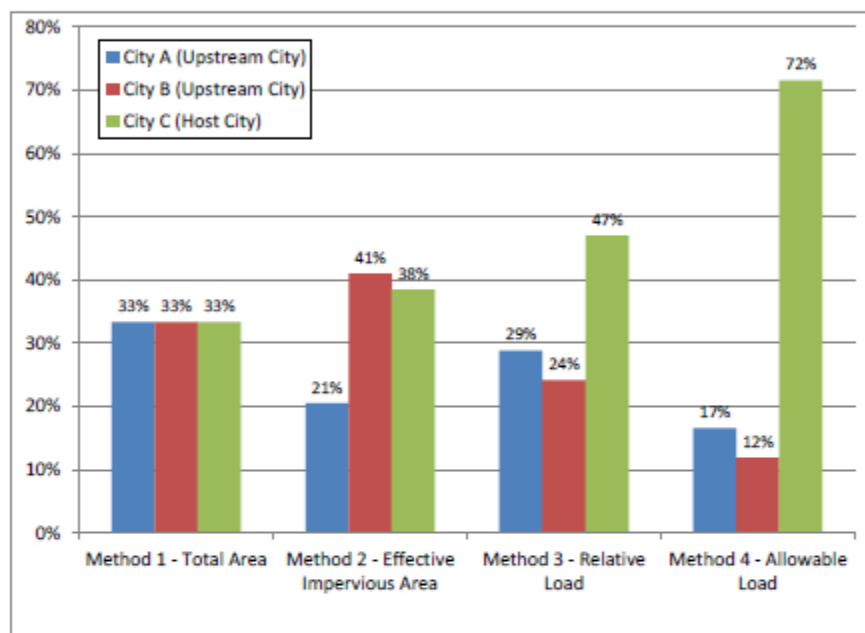


Figure 5. Cost allocation results for Scenario 4 – Different land use with treatment

Method 1 – Total Area results in the same cost breakdown as the other scenarios. In Method 2 – Effective Impervious Area, the lower imperviousness of city A reduces its cost share relative to Method 1. For city B and city C, the costs are approximately the same, as the more intense land use in city B is offset by more treatment. Like Scenario 3, the cost to city B is reduced in Method 3 – Relative Pollutant Load relative to Method 2 because the treatment efficiencies for the two BMPs in city B are greater than the assumed treatment efficiency in Method 2. As in Scenario 3, the reduction in relative cost to city B when moving from Method 2 to Method 3 results in increased relative costs to city A and city C. Method 4 – Allowable Pollutant Load, provides credit to city A and city B for their allowable pollutant loads, resulting in decreased relative costs to those cities and increased relative cost to city C as compared to the other methods.

Summary and Recommendations

Several potential cost allocation methods are presented in this memorandum. The four scenarios described in this memo provide an opportunity to compare and contrast potential water quality project cost allocation methods. Table 2 includes a summary of the cost breakdown between the three hypothetical cities for all cost allocation methods and scenarios. The cost to each city as a fraction of the total project cost is also presented in Figure 6 for all methods and all scenarios. The inputs used in these scenarios are summarized in Table 3.

Table 2. Summary of cost allocation results for all methods and scenarios

Method	Cost to City A / B / C as Percent of Total			
	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Method 1 – Total Area	33 / 33 / 33	33 / 33 / 33	33 / 33 / 33	33 / 33 / 33
Method 2 – Impervious Area	33 / 33 / 33	13 / 53 / 33	44 / 22 / 33	21 / 41 / 38
Method 3 – Relative Pollutant Load	33 / 33 / 33	15 / 51 / 33	50 / 13 / 38	29 / 24 / 47
Method 4 – Allowable Pollutant Load	25 / 25 / 49	9 / 45 / 46	40 / 3 / 57	17 / 12 / 72

Method 2 – Total Area, Method 3 – Relative Pollutant Load, and Method 4 – Allowable Pollutant Load all possess a wide range of applicability, as these methods account for differing land use and existing treatment in tributary watershed areas.

Method 4 – Allowable Pollutant Load is unique among the cost allocation methods in that it applies an “allowable load” credit to the upstream cities, resulting in increased relative cost to city C. This trend is apparent in each hypothetical scenario. This is most pronounced in Scenario 4, when city A and city B are contributing loading close to their allowable pollutant loads. This effect is masked somewhat in Scenario 2, when upstream city B is contributing load well in excess of its allowable pollutant load. Methods 2 and 3 provide similar results when treatment is not present (Scenarios 1 and 2), but deviate when treatment is present (Scenarios 3 and 4).

Method 4 – Allowable Pollutant Load differs from all other methods in that it gives upstream cities credit for the load expected under natural conditions. Should the LMRWMO wish to maintain this credit, Method 4 is recommended in all situations. If credit for allowable pollutant load is not deemed necessary, Methods 2 and 3 are recommended. When treatment is not present, Method 2 – Impervious Area is recommended. When treatment is present, Method 3 – Relative Pollutant Load is recommended.

Selecting a Cost Allocation Method

The applicability of each cost allocation method described herein varies according to the specifics of the proposed project. In general, use of the simplest method deemed appropriate and acceptable to the LMRWMO Board shall be used. Because of the additional effort associated with the Cost for Equivalent Treatment option, use of that allocation approach should be limited to instances when the affected member cities cannot agree to another cost allocation method.

The following should normally be used for method selection, but is not mandatory:

- If the tributary drainage areas from each member city are similar, consider Method 1 (Total Area Method).
- If the project cost is relatively low, consider Method 1 (Total Area Method) or Method 2 (Effective Impervious Area Method).
- If treatment BMPs are present in upstream tributary areas, consider Method 2 (Effective Impervious Area Method), Method 3 (Relative Pollutant Load) or Method 4 (Allowable Pollutant Load).
- If a quantitative calculation of pollutant load is required, consider Method 3 (Relative Pollutant Load) or Method 4 (Allowable Pollutant Load).
- When a reduction in an upstream city's financial obligation for stormwater discharged to a downstream community is appropriate due to implementation of BMPs in the upstream tributary area, consider Method 4 (Allowable Pollutant Load).
- If affected member cities are dissatisfied with all other methods, consider using the Cost for Equivalent Treatment allocation method.

When the information and resources allow, calculation and comparison of all four methods are recommended as part of determining the most appropriate cost allocation. The LMRWMO Board may determine that the most appropriate cost allocation is based directly on one of the four methods identified herein, or it may be an average or combination of several different methods. Understanding the range of possible cost allocation scenarios will result in greater confidence in the ultimate cost allocation selected.

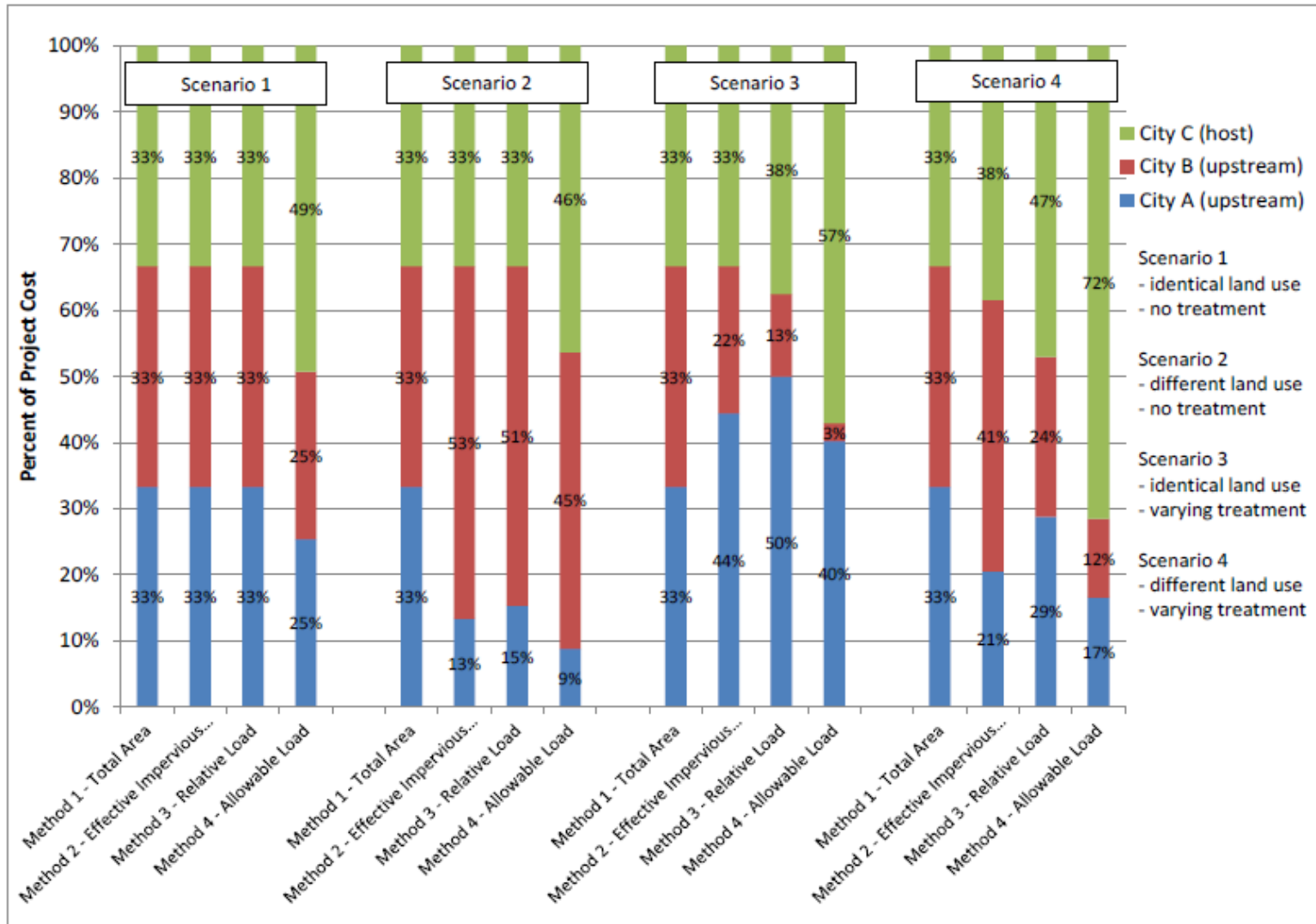


Figure 6. Summary of cost allocation results for all scenarios

Table 3. Summary of contributing area inputs for Scenarios 1 through 4

Watershed Characteristic	Scenario 1			Scenario 2			Scenario 3			Scenario 4		
	City A	City B	City C	City A	City B	City C	City A	City B	City C	City A	City B	City C
Total Area (acres)	10	10	10	10	10	10	10	10	10	10	10	10
Land Use	Inst	Inst	Inst	Res	Com	Inst	Inst	Inst	Inst	Res	Com	Inst
Impervious Fraction	0.5	0.5	0.5	0.2	0.8	0.5	0.5	0.5	0.5	0.2	0.8	0.5
Is there treatment?	No	No	No	No	No	No	No	Yes	Yes	No	Yes	Yes
Untreated Area (acres)	10	10	10	10	10	10	10	0	5	10	0	5
Area treated by BMP 1 (single pond)	--	--	--	--	--	--	--	5	5	--	5	5
BMP 1 Removal Efficiency	--	--	--	--	--	--	--	0.5	0.5	--	0.5	0.5
Area treated by BMP 2 (infiltration)	--	--	--	--	--	--	--	5	--	--	5	--
BMP 2 Removal Efficiency	--	--	--	--	--	--	--	1.0	--	--	1.0	--

Request for Council Action

SUBJECT: **Third Amendment to the Preliminary Engineering Contract for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving an amendment to the completion date and contract value for the preliminary engineering work associated with City Project No. 2016-17 - 117th Street Reconstruction.

BACKGROUND

On February 8, 2021, the City Council approved a Joint Powers Agreement (JPA) with Dakota County for the feasibility study and preliminary engineering for the 117th Street Reconstruction Project (City Project. No. 2016-17). The JPA indicated a total cost estimate for preliminary engineering of \$774,000, with the City being responsible for 26.1% (\$202,000), and the County being responsible for 73.9% (\$572,000).

On April 21, 2021, the City Council approved a contract with SRF Consulting Group, Inc. (SRF) for preliminary engineering of the 117th Street Reconstruction Project. The Contract had a total value of \$560,389, and a completion date of June 10, 2022.

As noted at the City Council work session on March 7, 2022, revisions to the general roadway layout at the western end of the project at Rich Valley Blvd. (CR 71) were recommended by City and County project staff to address key safety issues. The revised layout resulted in some additional geotechnical and survey work needs, as well as additional environmental review time at the State and Federal levels. On June 10, 2022, a Contract Amendment was approved by the City Council to extend the completion date of the Contract with SRF to December 31, 2022, to ensure adequate time for the completion of the necessary environmental reviews and feasibility report.

Since mid-summer, additional meetings between adjacent property owners and City, County and SRF staff have resulted in additional changes to local driveway and property access configurations. Environmental documentation was completed, and reviews from the State and Federal levels were received in September. Cost estimates for the project have been updated to reflect rapidly-changing economic factors and to include additional contingencies to account for inflation and supply chain challenges expected to impact the cost and timing for private utility relocation and railroad work. City and County staff have been meeting regularly to review and determine a path forward with respect to final design and construction schedule, as well as overall project cost sharing and funding sources, including special assessments, local utility funds, and

potential state bonding requests in 2023. As there remains a funding "gap" for the project, the feasibility report has not yet been finalized, and is not anticipated to be brought forward for Council consideration until the spring of 2023.

SRF has requested a contract amendment to adjust the preliminary design completion date to June 30, 2023, as well as provide for additional design costs and fees associated with the revised design work and necessary geotechnical and environmental evaluations. The additional cost request of \$57,996 represents a 10% increase over the original contract value of \$560,389. This request has been reviewed by City and County project staff, who believe it to be reasonable, reflective of work that was beyond the scope of the original contract, and necessary to complete the preliminary design effort as originally proposed.

FISCAL IMPACT

The original cost estimate for preliminary engineering was \$774,000, as noted in the JPA approved by the City Council on February 8, 2021. The table below shows the cost sharing responsibilities between the City of Inver Grove Heights and Dakota County, including the proposed contract amendment:

	City of IGH Cost Share (26.1%)	Dakota County Cost Share (73.9%)	Total Cost
JPA Estimate (2/8/2021)	\$201,996	\$572,004	\$774,000
Preliminary Engineering Contract (SRF)	\$146,249	\$414,140	\$560,389
Amendment No. 3	\$15,137	\$42,859	\$57,996
Total Contractual Obligation	\$161,386	\$456,999	\$618,385

The cost for the City's share of Amendment No. 3 to the contract will be funded through Fund 436 - 117th Street Reconstruction Fund. The total contractual City cost for the 117th Street project effort remains at \$161,386, which is \$40,610 below the original amount approved in the JPA.

RECOMMENDATION

Staff recommends Council approve the attached Resolution.

ATTACHMENTS

1. Resolution - Contract Amendment No 3
2. Amendment No 3 - Contract Extension & Cost Increase

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE PRELIMINARY ENGINEERING
CONTRACT WITH SRF CONSULTING GROUP, INC. FOR THE 117TH STREET RECONSTRUCTION
PROJECT (CITY PROJECT NO. 2016-17)**

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

WHEREAS, the cost split between the City and County for the feasibility study and preliminary engineering was estimated at 26.1% City (\$202,000) and 73.9% County (\$572,000), for a total cost of \$774,000; and

WHEREAS, the City and SRF Consulting Group, Inc. (SRF) entered a Contract for preliminary engineering of 117th Street on April 12, 2021; and

WHEREAS, the original Contract completion date was set at June 10, 2022, and the total cost of the Contract was \$560,389; and

WHEREAS, the City Council approved an amendment to the preliminary engineering Contract on May 23, 2022 extending the Contract term until December 31, 2022; and

WHEREAS, due to ongoing design review and coordination needs at the State level, as well as ongoing discussions between the City and County regarding project funding option and cost sharing for construction of the project work, the feasibility report for the project will not be completed until the spring of 2023

WHEREAS, adjustments to the alignment of the roadway resulted in additional survey, environmental, and geotechnical exploration work; additional design considerations for access spacing and configuration to accommodate current and future industrial uses as provided by impacted property owners; and the extension of project completion date has resulted in additional costs to be incurred in order for SRF Consulting Group, Inc. to complete the deliverables as defined in the Contract.

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

1. The City hereby approves Amendment No. 3 to extend the completion date of the Contract to June 30, 2023, and increase the contract value by \$57,996 to \$631,336.
2. Based on the cost split in the JPA between the City and County, the City's share of the increased Contract cost will be \$15,137 and will be funded through Fund 436 – 117th Street Reconstruction Fund.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



13074..00

October 31, 2022

Mr. Brian Connolly, PE
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Subject: Amendment Request Proposal for Professional Services for 117th Street

Dear Brian Connolly:

As we have been working on developing the conceptual and preliminary design for the referenced project, the City and County have requested that additional work tasks be accomplished to help clarify and confirm project design elements, including:

- Revised Alignment Connection to Rich Valley Boulevard: Subsequent to the initial concept development where 117th Street would connect as a “Tee” intersection with Rich Valley Boulevard, it was requested that the design be amended and revised to include a contiguous connection to Rich Valley Boulevard. This revision requires significant rework to design elements for both roadway and water resource elements, as well as cost evaluations. We estimate the value of this additional work to be approximately \$21,650.
- Revised median accesses for Flint Hills Resources: After completion of the preliminary concept layout design, the City, through input from the property owners, requested revision of the roadway layout and median widths and access points near Flint Hills Resources to provide improved/corrected accesses. This revision requires updating of completed design work. We estimate the value of this additional work to be approximately \$4,500
- Extended Project Timeframe: The initial project was scheduled to be completed by June 2022. The project complexity and cost have grown from the initial “Tee” intersection concepts and have extended the time needed to complete the full design and environmental analysis. We anticipate the preliminary design project to complete in late winter 2023. This requires additional project management time. We currently anticipate the value of the additional PM time to be approximately \$5,000
- Additional Environmental Clearance: As a result of the additional impacts from the revised connection of 117th to Rich Valley Boulevard, an additional environmental clearance study was required for wetlands and impacts to endangered species. This work was incorporated in the completed Environmental Document. We estimate the value of this work to be approximately \$5,815 for the additional study and wetland impact analysis.
- Pond & Rich Valley Area Geotechnical: Additional work to effectively evaluate the revised and additional ponding areas was required from AET. This work includes additional depth of boring for piezometers, along with the Dakota County well construction permit and

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010

Equal Employment Opportunity / Affirmative Action Employer

sealing fees. The work also included additional pavement, geotechnical borings and environmental Phase I analysis. See attached AET Change Order No 2 and No 3 requests. The cost of this additional work is \$21,031.

While the costs of these and other services are higher than the amounts indicated above, we are proposing to reallocate budgets from other tasks within this project to cover the anticipated additional costs. To accomplish that, we propose utilizing the remaining budget from T2, the subsurface utility sub-consultant on other tasks, and eliminating the traffic control phasing and right-of-way plat from the current scope.

Based on the information above, we respectfully request an increase in the project budget in the amount of \$57,996 to a total contract amount of \$631,336.

We further request a new contract expiration date of June 30, 2023.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this amendment proposal and our notice to proceed. The email address is mturner@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Michael R. Turner, PE (MN, SD, TX)

Project Director

MT/aj

Attachment A- CONTRACT CHANGE ORDER NO.: 02

Attachment B- CONTRACT CHANGE ORDER NO.: 03

Approved: City of Inver Grove Heights

(Signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

H:\Projects\13000\13074_ProjectManagement\Budget Revisions\221031 DPW coord\13074.00 117th Street Amendment No3_20221031.docx

CONTRACT CHANGE ORDER NO.: 02

To: Steven Miller, PE
SRF Consulting Group
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416-3791



Project: 117th Street Improvements
CSAH 71 to TH 52
Inver Grove Heights, Minnesota

Date: February 25, 2022

AET Project No.: P-0002030

American Engineering Testing, Inc. is submitting this Change Order for the following changes or additions to our scope of services as outlined in our Subconsultant Agreement dated April 12, 2021 and Change Order No. 01 dated January 12, 2022.

CHANGE ORDER DETAILS

AET's original geotechnical proposal (February 8, 2021) had a contract amount of \$27,000 for 25 borings and geotechnical report. AET Change Order No. 1 (January 12, 2022) included costs for installation and sealing of piezometers at 6 pond boring locations to depths of up to 20 feet below grade (120 feet total). The actual pond boring and piezometer total depth was 149 feet (depths of 18 to 38 feet), and the Dakota County well construction permit and sealing fees exceed the estimated Minnesota Department of Health (MDH) fees. This Change Order No. 2 includes costs for the additional well construction permit and sealing fees, as well as the additional footage for pond borings, piezometer installation, and piezometer sealing.

Additional services will be invoiced on a time and materials basis in accordance with the attached 4-page Pond Boring/Piezometer Additional Footage and Fees, which is summarized below.

ADDITIONAL FEES CHANGE ORDER 02

1. Additional 29' Pond Boring, Piezometer Installation, & 2 Mobilizations	\$4,456.68
2. Dakota County Well Construction Permit Fees	\$1,307.00
3. Additional 29' Piezometer Sealing & 1 Mobilization	\$2,227.00
4. Dakota County Well Sealing Permit Fees	\$647.00
5. Credit for MDH Fee in Original Budget	-\$75.00

CHANGE ORDER 02 TOTAL= \$8,562.68

CONTRACT SUMMARY

A. Original Geotechnical contract amount:	\$27,000.00
B. Contract increase by Change Order 01:	\$9,901.00
C. Contract increase by this Change Order 02 amount:	\$8,562.68
D. New Geotechnical contract amount:	\$45,463.68
E. Original Corridor Phase I contract amount:	\$25,793.00
F. New Overall Contract Total:	\$71,256.68

AET Change Order No. 02 Prepared By: Megan J. L. Hoppe, PE (MN) 2/25/2022

Pond Boring/Piezometer Additional Footage and Fees
AET P-0002030
Additional 29' Pond Boring/Piezometer & Permitting for 4 Sites

117th Street, CSAH 71 to TH 52
Inver Grove Heights, Minnesota

No.	Description	Units	Rate	Total
1.1	Additional Mobilization for Extra SPT/Piezometer Depth	1 trip	\$412.00	\$412.00
2.1	P-22 Flint Hills (Extra 2' SPT, 2' Piezometer, & Permitting)	1 each	\$511.34	\$511.34
2.2	Well Construction Permit Fee	1 site	\$291.50	\$291.50
2.3	P-26 Mid-America (Extra 2' SPT, 2' Piezometer, & Permitting)	1 each	\$511.34	\$511.34
2.4	Well Construction Permit Fee	1 site	\$291.50	\$291.50
3.1	P-24 & P-25 Republic (Extra 10' SPT, 10' Piezometer, & Permits)	1 each	\$928.70	\$928.70
3.2	Well Construction Permit Fees	1 site	\$362.00	\$362.00
1.2	Additional Mobilization for R&M Site	1 trip	\$412.00	\$412.00
4.1	P-21 & P-23 R&M (Extra 15' SPT, 15' Piezometer, & Permitting)	1 each	\$1,257.30	\$1,257.30
4.2	Well Construction Permit Fees	1 site	\$362.00	\$362.00
5.1	Initial Piezometer Readings	1 trip	\$424.00	\$424.00
1.3	Additional Mobilization for Piezometer Abandonment	1 trip	\$412.00	\$412.00
6.1	Seal P-22 Flint Hills (Additional 2')	1 each	\$322.00	\$322.00
6.2	Sealing Permit Fee	1 site	\$144.00	\$144.00
6.3	Seal P-26 Mid-America (Additional 2')	1 each	\$322.00	\$322.00
6.4	Sealing Permit Fee	1 site	\$144.00	\$144.00
7.1	Seal P-24 & P-25 Republic (Additional 10')	1 each	\$488.50	\$488.50
7.2	Sealing Permit Fees	1 site	\$179.50	\$179.50
8.1	Seal P-21 & P-23 R&M (Additional 15')	1 each	\$682.50	\$682.50
8.2	Sealing Permit Fees	1 site	\$179.50	\$179.50
9.0	Credit for MDH Fee in Original Budget	-1 each	\$75.00	-\$75.00
Additional Pond Boring & Piezometer Fees = \$8,562.68				

TIME AND MATERIALS BREAKDOWN

1.0 Mobilization of Drill Rig for Piezometer Installation or Sealing				
Hourly Breakdown:		Unit	Rate	Total
Drill Technician		2 hours	\$104.00	\$208.00
		Hourly Subtotal:		\$208.00
Equipment Rental/Mileage:		Unit	Rate	Total
Auxiliary Drill Truck Mileage		40 miles	\$1.00	\$40.00
1.5-2.5 Ton Truck Drill Rig Mileage		40 miles	\$1.35	\$54.00
Auxiliary Drill Truck Rental		1 hours	\$20.00	\$20.00
1.5-2.5 Ton Truck Drill Rig Rental		1 hours	\$90.00	\$90.00
		Rental/Mileage Subtotal:		\$204.00
Subtotal each Drill Rig Mobilization = \$412.00				

Pond Boring/Piezometer Additional Footage and Fees
AET P-0002030
Additional 29' Pond Boring/Piezometer & Permitting for 4 Sites

117th Street, CSAH 71 to TH 52
Inver Grove Heights, Minnesota

2.0 Additional 2' SPT, 2' Piezometer, & 1 Well Permit (Flint Hills P-22 & Mid-America P-26)

Hourly Breakdown:

Senior Engineer-Well Construction Permit
 Senior Engr Tech III
 Drill Technician
 Word Processing Specialist-Well Construction Permit

Unit	Rate	Total
1.5 hours	\$176.00	\$264.00
0.25 hours	\$112.00	\$28.00
1 hours	\$104.00	\$104.00
0.5 hours	\$71.00	\$35.50
Hourly Subtotal:		\$431.50

Equipment Rental:

Auxiliary Drill Truck Rental
 1.5-2.5 Ton Truck Drill Rig Rental

Unit	Rate	Total
0.5 hours	\$20.00	\$10.00
0.5 hours	\$90.00	\$45.00
Rental Subtotal:		\$55.00

Expenses:

2-inch PVC Piezometer Materials
 First Well Construction Fee-Dakota Co/MDH
 Additional Wells Construction Fee-Dakota Co/MDH

Unit	Rate	Total
2 feet	\$12.42	\$24.84
1 each	\$291.50	\$291.50
0 each	\$70.50	\$0.00
Expenses Subtotal:		\$316.34

Subtotal Additional Install each for Flint Hills P-22 & Mid-America P-26 = \$802.84

3.0 Additional 10' SPT, 10' Piezometer, & 2 Well Permits (Republic P-24 & P-25)

Hourly Breakdown:

Senior Engineer-Well Construction Permit
 Senior Engr Tech III
 Drill Technician
 Word Processing Specialist-Well Construction Permit

Unit	Rate	Total
1.5 hours	\$176.00	\$264.00
0.25 hours	\$112.00	\$28.00
3 hours	\$104.00	\$312.00
0.5 hours	\$71.00	\$35.50
Hourly Subtotal:		\$639.50

Equipment Rental:

Auxiliary Drill Truck Rental
 1.5-2.5 Ton Truck Drill Rig Rental

Unit	Rate	Total
1.5 hours	\$20.00	\$30.00
1.5 hours	\$90.00	\$135.00
Rental Subtotal:		\$165.00

Expenses:

2-inch PVC Piezometer Materials
 First Well Construction Fee-Dakota Co/MDH
 Additional Wells Construction Fee-Dakota Co/MDH

Unit	Rate	Total
10 feet	\$12.42	\$124.20
1 each	\$291.50	\$291.50
1 each	\$70.50	\$70.50
Expenses Subtotal:		\$486.20

Subtotal Additional Install for Republic P-24 & P-25 = \$1,290.70

Pond Boring/Piezometer Additional Footage and Fees
AET P-0002030
Additional 29' Pond Boring/Piezometer & Permitting for 4 Sites

117th Street, CSAH 71 to TH 52
Inver Grove Heights, Minnesota

4.0 Additional 15' SPT, 15' Piezometer, & 2 Well Permits (R&M P-21 & P-23)

Hourly Breakdown:

Senior Engineer-Well Construction Permit
 Senior Engr Tech III
 Drill Technician
 Word Processing Specialist-Well Construction Permit

Unit	Rate	Total
1.5 hours	\$176.00	\$264.00
0.5 hours	\$112.00	\$56.00
4.5 hours	\$104.00	\$468.00
0.5 hours	\$71.00	\$35.50

Hourly Subtotal: \$823.50

Equipment Rental:

Auxiliary Drill Truck Rental
 1.5-2.5 Ton Truck Drill Rig Rental

Unit	Rate	Total
2.25 hours	\$20.00	\$45.00
2.25 hours	\$90.00	\$202.50

Rental Subtotal: \$247.50

Expenses:

2-inch PVC Piezometer Materials
 First Well Construction Fee-Dakota Co/MDH
 Additional Wells Construction Fee-Dakota Co/MDH

Unit	Rate	Total
15 feet	\$12.42	\$186.30
1 each	\$291.50	\$291.50
1 each	\$70.50	\$70.50

Expenses Subtotal: \$548.30

Subtotal Additional Install for R&M P-21 & P-23 = \$1,619.30

5.0 Initial Piezometer Readings

Hourly Breakdown:

Senior Engineer-Data Review & Email
 Drill Technician

Unit	Rate	Total
1 hours	\$176.00	\$176.00
1.75 hours	\$104.00	\$182.00

Hourly Subtotal: \$358.00

Equipment Rental/Mileage:

Auxiliary Drill Truck Mileage
 Auxiliary Truck Rental

Unit	Rate	Total
31 miles	\$1.00	\$31.00
1.75 hours	\$20.00	\$35.00

Rental/Mileage Subtotal: \$66.00

Initial Piezometer Readings = \$424.00

6.0 Sealing Additional 2' and 1 Sealing Record (Flint Hills P-22 & Mid-America P-25)

Hourly Breakdown:

Senior Engineer-Sealing Record
 Drill Technician
 Word Processing Specialist-Sealing Record

Unit	Rate	Total
0.5 hours	\$176.00	\$88.00
1 hours	\$104.00	\$104.00
1 hours	\$71.00	\$71.00

Hourly Subtotal: \$263.00

Equipment Rental:

Auxiliary Drill Truck Rental
 1.5-2.5 Ton Truck Drill Rig Rental

Unit	Rate	Total
0.5 hours	\$20.00	\$10.00
0.5 hours	\$90.00	\$45.00

Rental Subtotal: \$55.00

Expenses:

Grout
 First Well Sealing Fee-Dakota Co/MDH
 Additional Wells Sealing Fee-Dakota Co/MDH

Unit	Rate	Total
2 feet	\$2.00	\$4.00
1 each	\$144.00	\$144.00
0 each	\$71.00	\$0.00

Expenses Subtotal: \$148.00

Subtotal Additional Sealing each Flint Hills P-22 & Mid-America P-25 = \$466.00

Pond Boring/Piezometer Additional Footage and Fees
AET P-0002030
Additional 29' Pond Boring/Piezometer & Permitting for 4 Sites

117th Street, CSAH 71 to TH 52
Inver Grove Heights, Minnesota

7.0 Sealing Additional 10' and 2 Sealing Records (Republic P-24 & P-25)

Hourly Breakdown:

Senior Engineer-Sealing Record
 Drill Technician
 Word Processing Specialist-Sealing Record

Unit	Rate	Total
0.5 hours	\$176.00	\$88.00
1.5 hours	\$104.00	\$156.00
2 hours	\$71.00	\$142.00

Hourly Subtotal: \$386.00

Equipment Rental:

Auxiliary Drill Truck Rental
 1.5-2.5 Ton Truck Drill Rig Rental

Unit	Rate	Total
0.75 hours	\$20.00	\$15.00
0.75 hours	\$90.00	\$67.50

Rental Subtotal: \$82.50

Expenses:

Grout
 First Well Sealing Fee-Dakota Co/MDH
 Additional Wells Sealing Fee-Dakota Co/MDH

Unit	Rate	Total
10 feet	\$2.00	\$20.00
1 each	\$144.00	\$144.00
1 each	\$35.50	\$35.50

Expenses Subtotal: \$199.50

Subtotal Additional Sealing Republic P-24 & P-25 = \$668.00

8.0 Sealing Additional 15' and 2 Sealing Records (R&M P-21 & P-23)

Hourly Breakdown:

Senior Engineer-Sealing Records
 Drill Technician
 Word Processing Specialist-Sealing Records

Unit	Rate	Total
0.5 hours	\$176.00	\$88.00
2 hours	\$104.00	\$208.00
2 hours	\$71.00	\$142.00

Hourly Subtotal: \$438.00

Equipment Rental:

Auxiliary Drill Truck Rental
 1.5-2.5 Ton Truck Drill Rig Rental

Unit	Rate	Total
1 hours	\$20.00	\$20.00
1 hours	\$90.00	\$90.00

Rental Subtotal: \$110.00

Expenses:

Grout
 First Well Sealing Fee-Dakota Co/MDH
 Additional Wells Sealing Fee-Dakota Co/MDH

Unit	Rate	Total
15 feet	\$2.00	\$30.00
1 each	\$144.00	\$144.00
1 each	\$35.50	\$35.50

Expenses Subtotal: \$209.50

Subtotal Additional Sealing R&M P-21 & P-23 = \$757.50

CONTRACT CHANGE ORDER NO.: 03



To: Steven Miller, PE
SRF Consulting Group
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416-3791

Project: 117th Street Improvements
CSAH 71 to TH 52
Inver Grove Heights, Minnesota

Date: 2/28/2022
AET Geotech Project No.: P-0002030
AET Environmental Project No.: P-0001701

American Engineering Testing, Inc. is submitting this Change Order for the following changes or additions to our scope of services as outlined in our Subconsultant Agreement dated April 12, 2021.

CHANGE ORDER DETAILS

This Change Order No. 3 includes costs for additional geotechnical exploration and environmental Phase I services for the proposed new intersection alignment of 117th Street at CSAH 71 (Rich Valley Blvd), based on the *Concept Draft - Preferred Alternative 2022-02-03*. The proposed geotechnical exploration will include 2 borings through the pavement on CSAH 71 to depths of 11 feet and 2 borings in off-road areas for the new 117th Street connection to depths of up to 14 feet. Our geotechnical cost estimate includes fees for lane closure and traffic control for the two borings performed on CSAH 71. The draft geotechnical report will be updated to include the new information and pavement design recommendations. The additional area covered by the new alignment will also require us to review additional historical and regulatory information, conduct a site visit to observe additional properties, and update the Phase I report to include the new information.

Additional services will be invoiced on a time and materials basis in accordance with the attached 1-page Geotechnical Fee Estimate and 1-page Environmental Fee Estimate, which are summarized below.

ADDITIONAL FEES CHANGE ORDER 03

1. Geotechnical borings, traffic control, laboratory testing, and report update.	\$8,479.00
2. Environmental Phase I data review, site visit and report update.	\$3,989.00
CHANGE ORDER 03 TOTAL=	\$12,468.00

CONTRACT SUMMARY

A. Original Geotechnical contract amount:	\$27,000.00
B. Contract increase by Change Order 01:	\$9,901.00
C. Contract increase by Change Order 02:	\$8,562.68
D. Contract change by this Geotechnical Change Order 03 amount:	\$8,479.00
E. New Geotechnical contract amount:	\$53,942.68
F. Original Corridor Phase I contract amount:	\$25,793.00
G. Contract change by this Environmental Change Order 03 amount:	\$3,989.00
H. New Environmental contract amount:	\$29,782.00
I. New Overall Contract Total:	\$83,724.68

GEOTECHNICAL FEE ESTIMATE-CHANGE ORDER 03

117th Street Improvements
Inver Grove Heights, MN
AET Project No. P-0002030
February 28, 2022



Description	Qty	Unit	Unit Rate	Total
Layout and Utility Clearance				
Drilling Technician (marking/utilities)	2.5	hour	\$ 104.00	\$ 260.00
1/2-ton Truck Mileage	40	mile	\$ 1.00	\$ 40.00
1/2-ton Truck Rental	2.5	hour	\$ 20.00	\$ 50.00
				\$ 350.00
Field Exploration				
Drilling Crew Technician	17	hour	\$ 104.00	\$ 1,768.00
1 1/2 to 2 1/2-ton Truck with Drill Rig Mileage	40	mile	\$ 1.35	\$ 54.00
1 1/2 to 2 1/2-ton Truck with Drill Rig Rental	8.5	hour	\$ 90.00	\$ 765.00
1/2-ton Truck Mileage	40	mile	\$ 1.00	\$ 40.00
1/2-ton Truck Rental	8.5	hour	\$ 20.00	\$ 170.00
				\$ 2,797.00
Traffic Control-Lane Closure				
Warning Signs	1	day	\$ 75.00	\$ 75.00
Subcontractor Crash Truck with Attenuator and Flaggers	1	day	\$ 2,500.00	\$ 2,500.00
				\$ 2,575.00
Soil Laboratory Testing				
Sieve Analysis, without hydrometer	1	each	\$ 112.00	\$ 112.00
% Passing #200 sieve	1	each	\$ 55.00	\$ 55.00
				\$ 167.00
Project Management and Reporting				
Administrative Assistant	2	hour	\$ 71.00	\$ 142.00
Senior Engineering Technician	3	hour	\$ 112.00	\$ 336.00
Senior Engineer	12	hour	\$ 176.00	\$ 2,112.00
				\$ 2,590.00

GEOTECHNICAL SUBTOTAL CHANGE ORDER 03= \$ 8,479.00

ENVIRONMENTAL FEE ESTIMATE-CHANGE ORDER 03

117th Street Improvements
Inver Grove Heights, MN
AET Project No. P-0001701
February 28, 2022



Description	Qty	Unit	Unit Rate	Total
Site Visit				
Scientist I	4	hour	\$ 134.00	\$ 536.00
Mileage	40	mile	\$ 1.00	\$ 40.00
				\$ 576.00
Regulatory/Historical Review				
Scientist I	4	hour	\$ 134.00	\$ 536.00
Principal Scientist	1	hour	\$ 215.00	\$ 215.00
Subcontract Historical/Regulatory Search Firm	1	ea	\$ 400.00	\$ 400.00
				\$ 1,151.00
Report Preparation/Coordination				
Administrative Assistant	2	hour	\$ 71.00	\$ 142.00
Scientist I	8	hour	\$ 134.00	\$ 1,072.00
Scientist II	0	hour	\$ 154.00	\$ -
Principal Scientist	4	hour	\$ 215.00	\$ 860.00
Subcontract Drafting	2	hour	\$ 94.00	\$ 188.00
				\$ 2,262.00

ENVIRONMENTAL SUBTOTAL CHANGE ORDER 03 = \$ 3,989.00

Request for Council Action

SUBJECT: Joint Powers Agreement for Seidl's Lake Shoreland Restoration Project**MEETING DATE:** November 14, 2022**ITEM TYPE:** Consent Agenda**CONTACT:** Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to approve the attached Joint Powers Agreement (JPA) with the Lower Mississippi River Watershed Management Organization (LMRWMO) and the City of South St. Paul allowing the LMRWMO to administer grant funding for the design and construction of City Project No. 2022-14 - Seidl's Lake Shoreland Restoration & Trail Extension.

BACKGROUND

A Joint Powers Agreement with the City of South St. Paul and City of West St. Paul for City Project No. 2014-12 - Seidl's Lake Outlet was approved by the City Council on October 22, 2018 for the construction and maintenance of a long-term outlet to Seidl's Lake. A landlocked basin in the north-central portion of IGH that straddles our border with South St. Paul, Seidl's Lake did not previously have an outlet and had seen substantial increases in water elevation prior to the project authorization in 2018. Prior to the completion of the outlet project, the water elevation in Seidl's Lake had risen to nearly 10' above the normal water level, submerging a substantial number of trees and other vegetation around the shore for extended periods of time, causing extensive vegetation die-off. With the stabilization of the water level following the completion of the outlet project, the restoration of the shoreland areas can now be addressed.

The LMRWMO, with the support of the City of Inver Grove Heights and the City of South St. Paul, applied for and received \$382,000 in grant funding through the Minnesota Department of Natural Resources (DNR) Conservation Partners Legacy (CPL) grant program to assist with shoreland restoration efforts. The scope of the shoreland restoration work includes slope stabilization along the perimeter of the lake (approximately 2,500 linear feet of shoreline); removal of dead trees, invasive plants and other vegetation and debris; and re-establishment of native vegetation on approximately 1.4 acres around the lake. In conjunction with the shoreland restoration work, the replacement of an existing bituminous and gravel/dirt walking trail along the east shore of Seidl's Lake with a new, ADA-accessible trail facility is proposed to be installed, connecting Seidl's Park in Inver Grove Heights to Seidl's Lake Park in South St. Paul. A separate grant in the amount of \$250,000 for the trail work was applied for and received through the DNR's Local Trail Connections Program grant.

The LMRWMO will administer distribution of the CPL grant funding for this project, which requires a JPA with the three participating organizations to identify the funding provisions and the responsibilities of the respective organizations. South St. Paul will be the lead agency for design and construction of the shoreland restoration and trail installation work. A separate JPA between the City

of Inver Grove Heights and the City of South St. Paul will be brought forth at a future Council meeting to memorialize the design and construction of the shoreland restoration and trail installation provisions, as well as formally establish the estimated total budgets and cost sharing for the work. The current JPA simply authorizes the LMRWMO to administer the grant funding, and formally establishes matching fund requirements.

FISCAL IMPACT

The full grant amount for the Seidl's Lake shoreland restoration project is \$382,000, which is broken down in the following tabulation:

Organization	Grant Amount	Local Match
City of Inver Grove Heights	\$356,000.00	\$37,500.00
City of South St. Paul		\$37,500.00
LMRWMO	\$26,000.00	\$ -
TOTAL	\$382,000.00	\$75,000.00

The City of Inver Grove Heights' local match of \$37,500 is proposed to be funded through the Stormwater Utility Fund (Fund 441). Up to \$50,000 for this project has been included in the draft 2023 budget and 2023 Capital Improvement Program (CIP). The total project cost and funding sources for the combined shoreland restoration and trail extension project will be identified and brought forth for City Council approval as part of the final project authorization and approval at a later date.

RECOMMENDATION

Staff recommends approval of the attached Resolution, approving a Joint Powers Agreement with the LMRWMO and the City of South St. Paul for a shoreland restoration project along Seidl's Lake.

ATTACHMENTS

1. Resolution - Seidl's Lake Shoreland Restoration JPA
2. JPA - Seidl's Lake Shoreland Restoration

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

**RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH THE LOWER
MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION (LMRWMO) AND THE
CITY OF SOUTH ST. PAUL FOR A SHORELAND RESTORATION PROJECT ON SEIDL'S
LAKE**

RESOLUTION NO. _____

WHEREAS, in 2018, the City of Inver Grove Heights entered into a Joint Powers Agreement (JPA) with the City of South St. Paul and City of West St. Paul for the construction of an outlet for Seidl's Lake (City Project No. 2014-12); and

WHEREAS the completion of the Seidl's Lake outlet project has resulted in the stabilization of the water levels within Seidl's Lake, as well as the need to perform vegetation and slope stabilization activities along the shoreland of Seidl's Lake due to the previous high-water levels; and

WHEREAS, the Lower Mississippi River Watershed Management Organization (LMRWMO), with the support of the City of Inver Grove Heights and the City of South St. Paul, applied for and received a grant from the Minnesota Department of Natural Resources (MnDNR) Conservation Partners Legacy (CPL) grant program in the amount of \$382,000 to complete shoreland restoration activities around Seidl's Lake; and

WHEREAS, as a provision of the grant funding, the City of Inver Grove Heights and City of South St. Paul will provide matching funding in the amount of \$37,500 per community, toward the shoreland restoration activities around Seidl's Lake; and

WHEREAS, the LMRWMO will administer the MnDNR CPL grant, requiring a JPA between the LMRWMO, City of Inver Grove Heights, and the City of South St. Paul detailing the funding provisions and responsibilities of the respective organizations; and

WHEREAS, the City of South St. Paul and the City of Inver Grove Heights have planned to combine the shoreland restoration project with a trail replacement and extension project within Seidl's Park (Inver Grove Heights) and Seidl's Lake Park (South St. Paul), the design and construction administration of which will be led by the City of South St. Paul, and for which a separate JPA between the City of South St. Paul and City of Inver Grove Heights will be developed at a later date.

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

1. The Joint Powers Agreement with the LMRWMO and the City of South St. Paul for a shoreland restoration project on Seidl's Lake is hereby approved.
2. The City of Inver Grove Height's share of costs for the shoreland restoration effort shall be \$37,500 in accordance with the grant funding and JPA provisions and will be paid through City Project No. 2022-14 – Seidl's Lake Shoreland Restoration & Trail Extension, and be funded through the Stormwater Utility Fund (Fund 441).
3. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the JPA to the LMRWMO Board of Managers in the name, and on behalf, of the City of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**JOINT POWERS AGREEMENT BETWEEN
THE CITY OF SOUTH ST. PAUL, THE CITY OF INVER GROVE HEIGHTS,
AND THE LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT
ORGANIZATION FOR A SHORELINE RESTORATION PROJECT ON SEIDL'S LAKE**

PARTIES

The Parties to this Agreement are the City of South St. Paul (SSP), the City of Inver Grove Heights (IGH), and the Lower Mississippi Watershed Management Organization (LMRWMO), collectively referred to as "the Parties".

RECITALS

Under Minn. Stat. § 471.59 the Parties are empowered to engage in such agreements as are necessary to exercise their powers. SSP and IGH are political subdivisions of the State of Minnesota and the LMRWMO is a watershed management charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.255 and as otherwise provided by law.

Straddling the border of two cities, Seidl's Lake and Park is a cooperative effort between the Cities of South St. Paul and Inver Grove Heights. The park is a regional amenity in a highly urbanized area with few other nearby natural areas. The park itself is relatively undeveloped for visitors to enjoy a leisurely walk to view wildlife through the trees on the trail along the eastern side of the lake. The lake is also a popular local fishing destination.

The proposed project will stabilize approx. 2,500 linear feet and 1.4 acres of the eroded and exposed portions of the shoreline with native vegetation seeding and thousands of native plant plugs. A variety of native vegetation types suited to the various depths, slopes, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. Additionally, invasive species removal in the primary shoreline restoration area and the adjacent woodland (primarily buckthorn) is included in the project scope. Removal and stump treating with herbicide will prevent re-growth in the selected areas. The benefits to the native shoreline habitat restoration project will extend even further to provide improved water quality for this fishery (primarily panfish: bluegill, crappie, and bass), which has seen declining water clarity due to excess shoreline erosion. Fishing blocks to provide enhanced access to the fishery are included in the plan.

Seidl's Lake has normal water levels between elevation 800' and 805' with the ability to bounce to 814'. Over the past 10 years, wet weather has caused the lake levels to bounce significantly, staying around 808'-810' for a large part of the last 10 years. This is due in large part to the lake having no natural outlet. These recent wet years have caused high water levels on Seidl's Lake to be sustained for extreme periods of time. This has resulted in a lack of shoreline habitat, lack of native vegetation, bare erodible soil, dead upland trees, dead vegetation, inaccessible trails, and deteriorated water quality. Portions of a paved City trail have also been under water for the majority of the last 10 years limiting the public's ability to access this regional amenity. To remedy these issues, the Cities have a lift station outlet project underway to stabilize the lake level. This will leave large swaths of shoreline exposed and in need of restoration after being inundated for years with high waters.

This project will significantly improve the native habitat for both aquatic and terrestrial wildlife within Seidl's Lake. Designers will carefully identify and selectively provide in-lake structure by leaving as many as possible of the existing fallen trees in the riparian zone and in the water, per the recommendation from MN DNR Fisheries staff. This will provide habitat for the entire food chain from insects on up to the fish. Birds, turtles, and amphibians also benefit from this type of habitat.

The proposed project will include the entire shoreline area around Seidls Lake, with different approaches based on the existing slopes and vegetation to provide the most ecologically sensitive approach. The eroded and exposed portions of the shoreline will be stabilized with native vegetation seeding and thousands of native plant plugs. A variety of native vegetation types suited to the various water depths, amount of inundation, slope, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species, grasses, forbs, sedges, shrubs, and trees. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. The benefits to the native shoreline habitat restoration project will extend even further to provide improved water quality for this fishery (primarily panfish; bluegill, crappie, and bass) which has seen declining water clarity due to excess shoreline erosion. Fishing blocks to provide enhanced access to the fishery are included in the plan but are not reimbursable through the MnDNR Conservation Partners Legacy (CPL) Grant

Seidls Lake is characterized by steep slopes down to the lake from the surrounding neighborhood. Additionally, it is located in a fully developed urban setting where limiting disturbance is crucial. For these reasons, construction costs for urban projects are typically much higher than those in out-state or rural areas, where access and site constraints are typically less. The limited access to the construction site/shoreline in this dense urban area is one reason for the cost for restoration perhaps being higher than other projects. However, this project is the best and only solution to stabilize the shoreline with a comprehensive and well thought out implementation plan.

The land surrounding the lake is publicly owned and the project will be implemented on public land.

This project will be designed in concert with a trail reconstruction project and upland vegetative enhancement project. The multiple and combined facets of these three projects necessitate a coordinated effort in design and construction as the trail and shoreline restoration are within the same project area. Costs for multiple projects that may be combined within the same consultant or construction contracts will be separated clearly within invoices for grant reporting purposes.

The LMRWMO has obtained a MnDNR CPL Grant for the Seidls Lake shoreline restoration project. The full Grant amount received is \$382,000, which includes \$26,000 in LMRWMO staff time for grant administration and project development/management. The amount of MnDNR CPL Grant funding available for construction is \$356,000. SSP and IGH will provide matching funds in the amount of \$37,500 per City, totaling \$75,000, for consultant engineering services for the shoreline restoration project. The total estimated cost of the project, to be determined via bid, is \$457,000. The LMRWMO will use the grant funds for design and construction, while SSP and IGH will pay the remaining amount, if any, as defined by separate Joint Powers Agreement between the two communities for the project work. The LMRWMO will manage the grant and the Cities of SSP and IGH will provide any necessary and requested project documentation, invoices, or cost information to the LMRWMO to fulfill grant requirements.

Agreement

1. Term of Agreement

- 1.1 Effective Date: Immediately upon receiving all required signatures to this Agreement.
- 1.2 Expiration Date: December 31, 2025, or until all obligations have been satisfactorily fulfilled whichever occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 Audits; 11 Government Data Practices; 12 Publicity; 13 Governing Law Jurisdiction and Venue.

2. Right of Entry

- 2.1 The Parties hereby grant to the each other and to the employees, agents and contractors of each of the Parties, access to the property/facilities for the purpose of restoring the degraded shoreline from years of erosion and water level fluctuation, stabilizing approximately 2,500 linear feet and 1.4 acres of eroded and exposed portions of the shoreline with native vegetation, seeding and thousands of native plant plugs.
- 2.2 The Parties hereby grant to each other and the employees, agents and contractors of each other, access to the property and facilities for the purpose of site visits, surveys, examination, and monitoring the construction at Seidls Lake.

3. Agreement Between the Parties

- 3.1 SSP will be responsible for administration of all contracts, permitting, and project management tasks associated with the project.
- 3.2 SSP will hire any necessary agents, consultants, and contractors to design, construct, or manage the restoration and stabilization of Seidls Lake shoreline project.
- 3.3 SSP will require all consultants, agents, and contractors to keep track of time and costs for the shoreline restoration project separately for grant reporting purposes. Each invoice submitted will be a separate invoice for the shoreline restoration project only.
- 3.4 The LMRWMO will be responsible for the administration of the MnDNR CPL Grant funding administration tasks including reporting, reimbursement requests, project development, and any other tasks associated with the grant funding or management and will utilize up to \$26,000 of the total MnDNR CPL Grant funding for these purposes, per Exhibit A.
- 3.5 SSP will pay their consultants/contractors and submit their invoices to LMRWMO. LMRWMO will submit the invoices to the MnDNR and, upon payment from MnDNR, LMRWMO will reimburse SSP.
- 3.6 SSP will provide any other necessary project documentation, invoices, contracts, or cost information to the LMRWMO to fulfill grant reporting requirements in a timely manner.
- 3.5 SSP and IGH will be responsible for the long-term maintenance (25 years) of the final restoration and stabilization areas within its City. SSP and IGH agree to enter into a mutually agreed upon 25 year maintenance agreement and maintenance plan with the LMRWMO upon project completion.
- 3.6 The Parties will conduct regular meetings (Project Management Team Meetings) with SSP, IGH, and LMRWMO staff and personnel necessary to complete the project.
- 3.x The Parties will seek each other's input and be provided ample review of all project documents (scopes of work, contracts, construction documents, etc.) throughout the project. All Parties must obtain written approval of all project documents (scopes of work, contracts, construction documents, etc.) prior to finalization.
- 3.7 The Parties will coordinate associated public meetings and public outreach tasks necessary to ensure nearby residents, patrons, and members of the watershed are properly informed.

4. Funding

- 4.1 The LMRWMO is only obligated to provide funds toward the project that have been received through the MnDNR CPL Grant. Any funds necessary for project implementation in excess of grant funds will be paid by SSP and IGH, as defined by separate Joint Powers Agreement between the two communities for the project work.
- 4.2 MnDNR CPL Grant funding available for construction is \$356,000. Each SSP and IGH will contribute matching funds in the amount of \$37,500 per City, totaling \$75,000, to be used towards engineering. The monies will be administered by the LMRWMO per the MnDNR CPL Grant agreement, included herein as Exhibit A.
- 4.3 Any changes, variations, modifications, or change orders related to the completion of any project of this Agreement, shall only be valid when they have been reduced to writing and approved by the LMRWMO, SSP, and IGH Authorized Representative.

5. Funding Payment

- 5.1 The City of South St. Paul will administer the contracts and act as the paying agent for all engineering and construction contracts for the project. Payments will be made as work progresses. Invoices shall be transferred to the LMRWMO within 30 days of receipt by SSP or IGH. Upon presentation of an itemized claim by one Party to another, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this agreement within 60 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.

6. Authorized Representatives

- a. SSP's Authorized Representative is Sue Polka or their successor.
Telephone: (651) 554-3214
Email: Spolka@southstpaul.org
- b. IGH's Authorized Representative is Brian Connolly or their successor.
Telephone: (651) 450-2570
Email: bconnolly@ighmn.gov
- c. The LMRWMO's Authorized Representative is Joe Barten or their successor.
Telephone: (651) 480-7784
Email: joe.barten@co.dakota.mn.us

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1 Assignment. No Party shall assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other two Parties approved by the same individuals who executed and approved this Agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

- 7.3 Waiver. If the any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or that Party's right to enforce it.
- 7.4 Agreement Complete. This Agreement contains all negotiations and agreements between SSP, IGH, and LMRWMO. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind any Party.

8. Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the Parties' liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provision of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits government liability.

9. Audits

The Parties shall retain receipts for and maintain detailed records of all expenses related to this Agreement. When requested by the Mn DNR, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

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

11. Governing Law, Jurisdiction, and Venue

Minnesota Law, without regard to its choice of law provisions governs this Agreement. Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court, with competent jurisdiction in Dakota County, Minnesota.

12. Termination

- 12.1 **Termination for Insufficient Funding.** The LMRWMO, SSP, or IGH may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the LMRWMO, SSP, and IGH. The LMRWMO is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The LMRWMO will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.
- 12.2 **Termination.** Any Party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the authorized representative for both other Parties.

13. Merger

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

14. 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 parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

[Remainder of page intentionally left blank]

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

CITY OF SOUTH ST PAUL

By _____
James Francis, Mayor

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

By _____
Tom Bartholomew, Mayor

Date of Signature: _____

**LOWER MISSISSIPPI RIVER WATERSHED
MANAGEMENT ORGANIZATION**

By _____
Sharon Lencowski, Chair

Date of Signature: _____

By _____
Joe Barten, Administrator

Date of Signature: _____

Request for Council Action

SUBJECT: **Resolution Authorizing Submittal and Execution of 2023 Dakota County Community Waste Abatement Grant Program Application and Contract**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Ally Sutherland, Environmental Specialist, 651.604.8511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the submittal and execution of 2023 Dakota County Community Waste Abatement Grant Program Application and Contract for \$53,923.88 to implement landfill abatement programming in 2023.

BACKGROUND

Minnesota Statute 115A requires metropolitan counties to adopt an approved solid waste master plan with strategies to achieve a 75% recycling rate by 2030. To meet this goal, Dakota County's Ordinance 110 and Solid Waste Master Plan require cities to have a landfill abatement program. To assist cities with their landfill abatement program requirements, Dakota County provides funding annually to cities. Dakota County has made up to \$53,923.88 available for the City of Inver Grove Heights to implement the following activities in 2023:

- Educate all residents on waste abatement topics through in-person and written communications.
- Host special collection events to provide residents no to low-cost local opportunities to recycle, compost, donate or reuse items such as mattresses, bicycles, textiles, scrap metal, pumpkins, shredded paper and more.
- Engage and educate multifamily properties, including property managers and residents, on waste abatement topics. Assist property managers with implementing or improving recycling collection at the property.
- Improve recycling collection in municipal facilities, parks and city-sponsored events.
- Support the 2018-2038 Dakota County Solid Waste Master Plan goals.

Grant funding covers a majority of the City's waste abatement activities, however, the City has typically covered a small amount of remaining related expenses. The remaining expenses vary annually and occur due to one or more of the following reasons: minor ineligible expenses needed to support funded grant activities, fluctuations in special collection attendance and revenue, total expense to implement a grant activity exceeds the total eligible funding, or maximum eligible funding per grant funding category has been exceeded.

All grant program related expenses are tracked within Community Development, Recycling Grant

Program housed in the General Fund. In the past, waste abatement program activities that exceeded grant reimbursements were covered by a year-end transfer from the Host Community Fund. These transfers typically range from \$1,200 to \$5,500. The attached Resolution supports continuation of this practice and staff anticipate \$5,000 or less will be needed during this next program cycle.

FISCAL IMPACT

The grant would provide \$53,923.88 via reimbursement for landfill abatement programming activities in 2023.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, authorizing submittal and execution of the 2023 Dakota County Community Waste Abatement Grant Program Application and Contract.

ATTACHMENTS

1. Resolution Authorizing Submittal and Execution of 2023 Dakota County Community Waste Abatement Grant Program Application and Contract

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUBMITTAL AND EXECUTION OF 2023 DAKOTA COUNTY
COMMUNITY WASTE ABATEMENT GRANT PROGRAM APPLICATION AND CONTRACT**

WHEREAS, Minnesota Statute 115A requires metropolitan counties adopt an approved solid waste master plan with strategies to achieve a 75% recycling rate by 2030;

WHEREAS, Dakota County's Ordinance 110 and Solid Waste Master Plan require cities to have a landfill abatement program;

WHEREAS, Dakota County provides funding annually to cities to fulfil landfill abatement program responsibilities,

WHEREAS, Dakota County has made up to \$53,923.88 available for the City of Inver Grove Heights to implement landfill abatement activities included in the 2023 Dakota County Community Waste Abatement Grant Program Application;

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

1. The City of Inver Grove Heights act as the legal Sponsor for the project contained in the 2023 Dakota County Community Waste Abatement Grant Application to be submitted to Dakota County on November 15, 2022.
2. Upon approval of its application by the Dakota County, the City of Inver Grove Heights may enter into an agreement with Dakota County for the above referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.
3. The Mayor is hereby authorized to apply to and execute the 2023 Dakota County Community Waste Abatement Grant Program Application and Contract on behalf of the City of Inver Grove Heights.
4. A year-end operating transfer of \$5,000 or less from the Host Community Fund to the Community Development Department project fund for the remaining expenses are authorized if needed to fulfil Dakota County Community Waste Abatement Grant 2023 Application activities.

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2022.

Ayes:

Nays:

WITNESSED:

Rebecca Kieran, City Clerk

Tom Bartholomew, Mayor



Request for Council Action

SUBJECT: **New Tattoo and Body Piercing Business License**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve a new Tattoo and Body Piercing Business License for MN Beauty Studios.

BACKGROUND

Hilda Ortiz Vega, owner of MN Beauty Studios, has submitted an application for a new tattoo and body piercing business located at 5300 S Robert Trail Suite 700, Inver Grove Heights, MN 55077.

Ms. Vega has submitted all necessary paperwork, including a Certificate of Liability Insurance that covers cosmetic tattoo and non-medical aesthetic services, a background investigation release authorization and payment for a license.

A police background investigation has been completed and found no basis for denial.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of a new Tattoo and Body Piercing Business License for MN Beauty Studios and Hilda Ortiz Vega.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Approval of Massage Therapist License**

MEETING DATE: November 14, 2022

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve a new massage therapist license for Frances Diaz Mayer.

BACKGROUND

Frances Diaz Mayer has applied for a new massage therapist license to work at OyeSpa LLC, 7741 Amana Trail, in Inver Grove Heights. The application was accompanied by the necessary license fee and liability insurance certificate. The background investigation was completed by the Police Department with no basis found for denial of the license.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the massage therapist license.

ATTACHMENTS

None

Request for Council Action

SUBJECT: Increase to Pension Benefit for IGH Fire Relief Association

MEETING DATE: November 14, 2022
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a pension benefit increase for the Inver Grove Heights Fire Relief Association.

BACKGROUND

The Inver Grove Heights Fire Relief Association has requested an increase to the pension benefit provided to retiring paid-on-call firefighters for each year of service completed. Firefighters must serve at least 15 years to be fully vested, but are eligible for a pro-rate pension benefit after 7 years of service.

The pension benefit is currently \$12,750 per year of service, whereas the state maximum for this type of pension is \$15,000. A proposal to increase the pension benefit to \$13,875 (halfway between the current benefit amount and the state maximum) was discussed at the Council's November 7 work session, along with projections showing that this benefit amount can be supported without drawing the fund balance below 105% or generating a mandatory City contribution. The City does have an agreement with the Relief Association to provide a voluntary contribution in the amount of \$92,475 for 2023, and the projections used to support this benefit increase do assume a continuation of this practice into the future.

FISCAL IMPACT

The increased pension benefit would be paid by the Relief Association using their dedicated pension funds, however it does assume a continuation of the City's current practice of providing a voluntary City contribution.

RECOMMENDATION

I recommend adoption of the attached Resolution, approving the benefit increase.

ATTACHMENTS

1. Resolution Approving Benefit Increase for 2023

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PENSION BENEFIT INCREASE FOR THE
INVER GROVE HEIGHTS FIRE RELIEF ASSOCIATION**

WHEREAS, the Inver Grove Heights Fire Relief Association (Fire Relief Association) is a nonprofit corporation which provides retirement relief and other benefits to members and their dependents; and

WHEREAS, a professional financial analysis projects that an increase to the benefit level provided by the Relief Association can be provided, while maintaining an appropriate funding level into the future; and

WHEREAS, the membership of the Fire Relief Association has voted in support of and requests an increase to the pension benefit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota that the City Council hereby approves an increase in the pension benefit for the qualified members of the Inver Grove Heights Fire Relief Association, from \$12,750 per year of service to \$13,875 per year of service, effective January 1, 2023, and

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2022.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Request for Council Action

SUBJECT: **Public Hearings and Resolutions Ordering Projects for 2023 Pavement Management Program, City Project Nos. 2022-09 I, J and L**

MEETING DATE: November 14, 2022

ITEM TYPE: Public Hearing

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541
 Jason Malecha, Staff Augmentation Engineer, 651.450.2489

ACTION REQUESTED

The Council is asked to hold public hearings and then consider the attached Resolutions to accept the feasibility reports and order the projects for City Project Nos. 2022-09 I, J and L as part of the 2023 Pavement Management Initiative.

BACKGROUND

On October 11, 2021, the City Council authorized preparation of a feasibility report for City Project Nos. 2022-09 I, J and L. On September 26, 2022, the City Council scheduled the improvement hearing for the three rehabilitation projects:

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

Staff recommend, and are intending to, combine the three projects into a single construction contract to take advantage of cost efficiencies associated with bidding and managing a single construction contract as part of the 2023 Pavement Management Initiative.

Feasibility reports for all three projects are available for review at the Engineering Division. Executive summaries for each project area, along with preliminary assessment rolls, are attached to this agenda item.

Carmen Avenue and Claude Way Area Rehabilitation (2022-09I)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Pavement rehabilitation and spot curb repair;
2. Proposed full-depth reclamation on Carmen Avenue and Mill & Overlay on Claude Way;
3. Sidewalk installation on the west side of Carmen Avenue, replacing a deteriorated trail;
4. Storm structure replacement where needed; and
5. Select public utility improvements (utility casting adjustment/replacement, structure rehabilitation, and valve box replacement).

Since a portion of Carmen Avenue falls within the jurisdictional boundaries of the City of South St. Paul, engineering staff from both communities have been coordinating cost and preliminary design efforts as part of the Feasibility Report compilation. A Joint Powers Agreement for the final design and construction of the project, to include final project costs to be contributed by the City of South St. Paul and designating the City of Inver Grove Heights as the lead agency in executing the project, is currently being drafted for final execution and will be brought forth at a future City Council meeting, pending the Council's authorization of the project.

The proposed project area consists of business, commercial, industrial, and multi-family residential parcels, with a few public parcels and outlets bordering the improvement area. An assessment rate of 80 percent, per the City's Assessment Policy, will be used for the mill and overlay of Claude Way, and 55% for the pavement reclamation on Carmen Avenue. Due to the variation in parcel land use, size, and the type of improvement, preliminary assessments were calculated on an area basis with an estimated cost of \$17,400 per acre or \$0.40 per square foot. An administrative assessment cap has been set using historical special benefit analysis based on similar types and classes of properties. Using this method, all business, commercial, industrial, and public properties for this project are determined to have a special benefit assessment cap of \$43,560 per acre or \$1.00 per square foot. Assessment caps for multi-family parcels are determined using individual assessment caps per the type and class of property. The proposed preliminary assessment is the lower of the per policy assessment or assessment cap amounts as noted in the following table:

Property Type	Per Policy Assessment	Assessment Cap	Proposed Assessment
Business/Commercial/Industrial/City	\$17,400/Acre (\$0.40/SF)	\$43,560/Acre (\$1/SF)	\$17,400/Acre
High Density Residential/MFR	\$17,400/Acre (\$0.40/SF)	Varies per property	See Assessment Roll

Staff and consultants received feedback via email, phone calls and an open house and information meeting held on October 25 at City Hall. There were three property owners in attendance who inquired about access during construction and assessment amounts. A meeting summary and responses to the questions are included in the appendix of the feasibility report.

Cheney Trail and Coffman Path Area Rehabilitation (2022-09J)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Pavement rehabilitation and spot curb repair;
2. Proposed Mill & Overlay of public streets within the project area;
3. Replacement of an existing bituminous trail between Coffman Path and Old Concord Blvd.;
4. Storm structure replacement where needed; and
5. Select public utility improvements (utility casting adjustment/replacement, structure rehabilitation, and valve box replacement).

The proposed project area consists of single family (R-1C) and residential townhome (Planned Unit Developments with Home Owners Associations) properties with a couple of business properties and a residential apartment. Per the City's Assessment Policy, the applicable assessment rates for this project are 55 percent for the partial reconstruction of the trail and 80 percent for the mill and overlay of the neighborhood streets. A special benefit analysis was performed by an independent appraiser to establish the assessment cap. The special assessments were determined by staff on a per parcel basis in accordance with the City's Assessment Policy. The lower of the per policy or assessment

cap amounts is shown in the proposed preliminary assessment column of the table:

Property Type	Per Policy Assessment	Assessment Cap	Proposed Preliminary Assessment
Single Family Residential	\$3,342	\$5,740	\$3,342
Residential Townhomes (Arbor Pointe 9th/10th)	\$1,397	\$5,470	\$1,397
Residential Townhomes (Woodview Ponds/Estates)	\$1,842	\$5,470	\$1,842
Residential Apartments	\$8,100		\$8,100
Commercial/City	Varies	\$1 per SF	Per Policy Amount

Staff and consultants received feedback via email, phone calls and an open house and information meeting held on October 25 at City Hall. There was general support for the street and trail improvements with some questions about drainage, access during construction, traffic, and assessment payments. A meeting summary and responses to the questions are in an appendix of the feasibility report.

Bolland Trail and 62nd Street Area Rehabilitation (2022-09L)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Pavement rehabilitation and spot curb repair;
2. Proposed Mill & Overlay of area public streets;
3. Storm structure replacement where needed;
4. Select public utility improvements (utility casting adjustment/replacement, structure rehabilitation, and valve box replacement); and
5. The overlay of the rural segment of 62nd will be reconsidered during the design based on continuing utility extension discussions.

The proposed project area consists of single-family lots (R-1B/C) plus three estate (E-1) residential parcels. Per the City's Assessment Policy, the applicable assessment rate for this project is 80 percent, which is standard for mill & overlay improvement projects. A special benefit analysis was performed by an independent appraiser to establish the assessment cap. The special assessments were determined by staff on a per parcel basis in accordance with the City's Assessment Policy. The lower of the per policy or assessment cap amount is the proposed preliminary assessment in the following table:

Property Type	Improvement Type	Per Policy Assessment	Assessment Cap	Proposed Assessment
Single Family	Urban M & O	\$5,941	\$9,262	\$5,941
Single Family ⁽¹⁾	Rural M & O	\$6,791	\$9,262	\$6,791

(1) The rural section of 62nd Street will be reconsidered during the design. If eliminated from the project, the proposed assessment would be \$0 with no effect on the urban assessment amount.

Staff and consultants received feedback via email, phone calls and an open house and information meeting held on October 25 at City Hall. There seemed to be general support for the street improvements with some questions about access and assessment payments. Staff held a separate field meeting on October 20 with the three estate lot property owners on the rural section of 62nd

Street. The segment of street in question has municipal water main, but no gravity sanitary sewer. Residents inquired about future sewer connection ability, and costs to extend the sanitary sewer along 62nd Street should their individual septic systems require replacement in the future. A meeting summary and responses to the questions are in an appendix of the feasibility report.

FISCAL IMPACT

The total estimated project cost and funding are detailed in the following tables:

Estimated Costs Summary for City Project Nos. 2022-09 I, J and L

Improvement Item	22-09I	22-09J	22-09L
Surface Improvements	\$2,297,747	\$439,496	\$386,928
Storm Sewer Improvements	\$217,554	\$ 47,392	\$ 26,886
Sidewalk/Trail Improvements	\$508,381	\$ 96,036	
Sanitary Sewer Improvements	\$66,802	\$ 33,701	\$ 27,506
Watermain Improvements	\$62,807	\$ 11,894	\$ 21,806
South St. Paul Contribution	\$166,805		
Total Project Costs	\$3,320,096	\$628,519	\$463,126

Estimated Funding Summary for City Project Nos. 2022-09 I, J and L

Funding Source	22-09I	22-09J	22-09L
Pavement Management (Fund 440)	\$1,143,308	\$140,996	\$ 77,386
Stormwater Management (Fund 441)	\$75,756	\$ 9,478	\$ 5,377
Special Assessments	\$1,804,618	\$432,450	\$331,051
Sanitary Sewer Utility (Fund 502)	\$66,802	\$ 33,701	\$ 27,506
Water Utility (Fund 501)	\$62,807	\$ 11,894	\$ 21,806
South St. Paul Contribution	\$166,805		
Total Project Funding	\$3,320,096	\$628,519	\$463,126

The Council is not being asked to vote on final project funding at this time. This estimate, derived

from the Feasibility Reports, is shown to provide a summary of the estimated project costs. Final project costs will be determined through the final design process, and a final budget presented to the Council for action prior to awarding a construction contract for the work.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions accepting the feasibility report, ordering the project, and authorizing preparation of plans and specifications for the 2023 Pavement Management Initiative, City Project Nos. 2022-09 I, J and L.

ATTACHMENTS

1. Resolution Ordering Project 22-09I
2. Executive Summary 22-09I
3. Preliminary Assessment Map 22-09I
4. Preliminary Assessment Roll 22-09I
5. Resolution Ordering Project 22-09J
6. Executive Summary 22-09J
7. Preliminary Assessment Map 22-09J
8. Preliminary Assessment Roll 22-09J
9. Resolution Ordering Project 22-09L
10. Executive Summary 22-09L
11. Preliminary Assessment Map 22-09L
12. Preliminary Assessment Roll 22-09L

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING FEASIBILITY REPORT, ORDERING IMPROVEMENT, AND
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR
CITY PROJECT NO. 2022-09I – CARMEN AVENUE AND CLAUDE WAY AREA REHABILITATION**

WHEREAS, on October 11, 2021, the City Council authorized the preparation of a feasibility report by WSB for City Project No. 2022-09I – Carmen Avenue and Claude Way Area Rehabilitation (Feasibility Report) for the proposed improvement; and

WHEREAS, the Feasibility Report has been completed by WSB and has been made available for public viewing in the Engineering Division at the City of Inver Grove Heights; and

WHEREAS, the Feasibility Report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels; and

WHEREAS, on September 26, 2022, City Council called for a public hearing on for City Project No. 2022-09I – Carmen Avenue and Claude Way Area Rehabilitation, to be held at 6:00 PM on November 14, 2022, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on November 14, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The Feasibility Report for the improvement, City Project No. 2022-09I, is hereby received.
2. The City Council has considered the improvements in accordance with the feasibility report and will assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$3,320,096.
3. The improvement is necessary, cost-effective, and feasible as defined in the feasibility report
4. Such improvement is hereby ordered as proposed in this Council resolution.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Project is being funded by the Pavement Management Fund (Fund 440), Special Assessments, Water Utility Fund (Fund 501), Sewer Utility Fund (Fund 502), Stormwater Management Fund (Fund 441), and the City of South St. Paul.
7. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

1. EXECUTIVE SUMMARY

The Carmen Avenue & Claude Way Street Rehabilitation project was initiated by City Council and the feasibility report was ordered at the October 11, 2021, City Council meeting. Improvements proposed with this project consist of full depth reclamation along Carmen Avenue and a mill and overlay along Claude Way. Other updates include, but are not limited to, storm structure improvements, utility adjustments/repairs, spot curb repair, and subgrade corrections along with replacing the existing bituminous trail along the west side of Carmen Avenue with a concrete sidewalk.

The total estimated project cost for the Carmen Avenue & Claude Way Street Rehabilitation project is **\$3,320,096** with includes a 15% contingency and 25% indirect costs for legal, engineering, administrative, and financing. The project is proposed to be funded through a combination of municipal funds and special assessments to benefiting property owners.

Table 1 below provides a summary of the estimated total project costs for the proposed improvements.

Table 1
Estimated Total Cost Summary CP 2022-09I

Schedule	Cost
Surface Improvements	\$2,297,747
Watermain Improvements	\$62,807
Sanitary Sewer Improvements	\$66,802
Storm Sewer Improvements	\$217,554
Sidewalk Improvements	\$508,381
South St. Paul Contribution	\$166,805
GRAND TOTAL PROJECT COST	\$3,320,096

Table 2 below provides a summary of the anticipated funding for the proposed improvements.

Table 2
Funding Summary CP 2022-09I

Schedule	Total
Pavement Management (Fund 440)	\$1,143,308
Water Utility (Fund 501)	\$62,807
Sanitary Sewer Utility (Fund 502)	\$66,802
Stormwater Management (Fund 441)	\$75,756
Special Assessments	\$1,804,618
South St. Paul Contribution	\$166,805
GRAND TOTAL PROJECT COST	\$3,320,096

The proposed project area includes the following zoned properties: 2 (B-1) limited business, 20 (I-1) limited business, 2 (P) public institutional, 7 (R-3C) high density residential, 3 (B-3) general business, and 1(C-1) South St. Paul. The City's assessment policy states that full-depth reclamation projects shall be assessed at 55% of the assessable project costs and mill & overlay projects shall be assessed at 80% of the assessable project costs. Assessment amounts, as calculated using the area method per the City's assessment policy, are \$17,399.62/acre which equates to approximately \$0.40/square-foot.

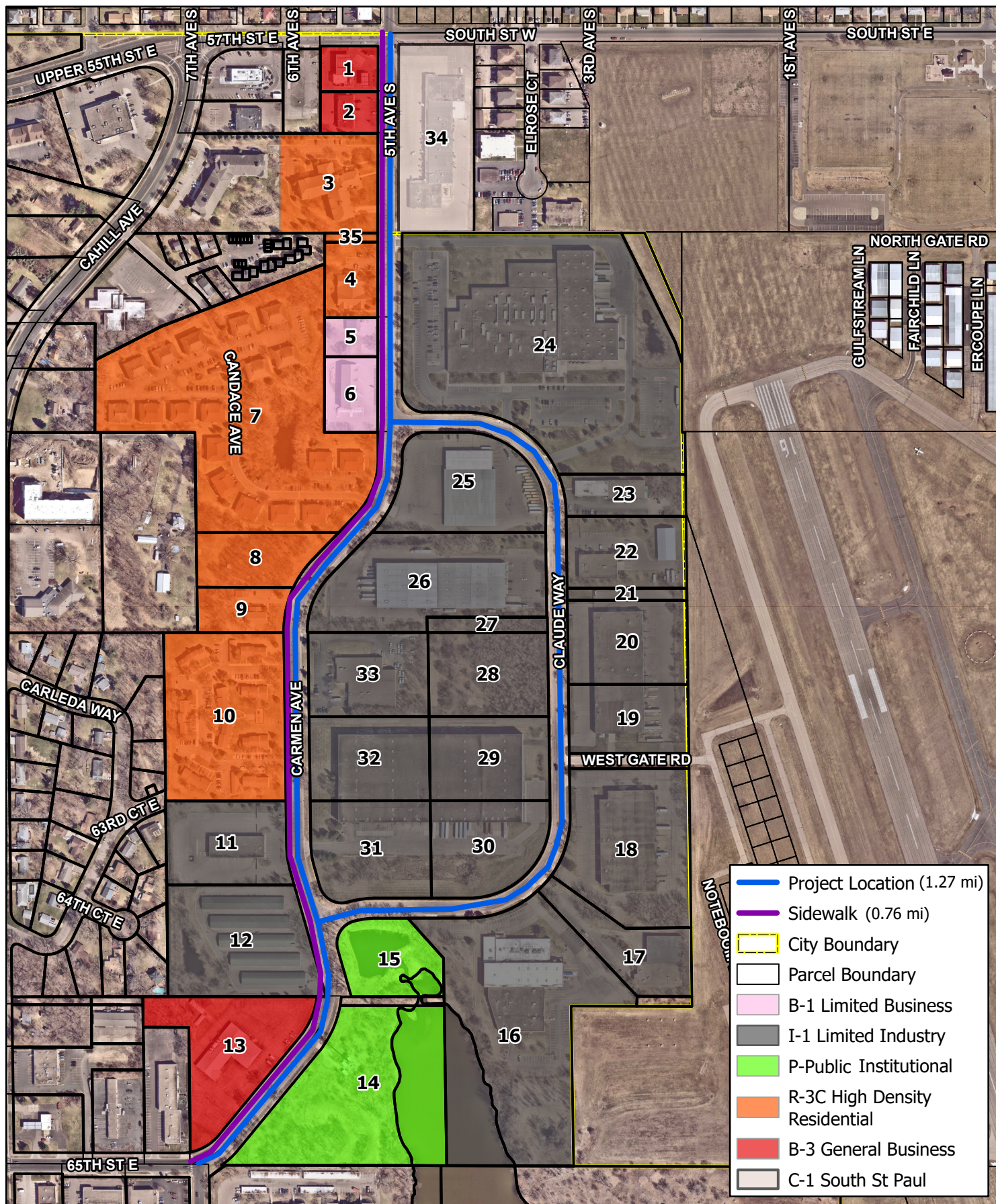
An administrative assessment cap has been set by staff based off of historical assessment special benefit analysis data of similar proposed improvements and the benefit to properties. The administrative assessment cap for non-single family parcels such as industrial, business, and institutional properties is set at a special benefit of \$43,560/acre (\$1.00/square-foot). The administrative assessment cap for medium to high density (R-3C) residential properties were individually set based off of zoning, property use, type and class of property in accordance with the special benefit received. See the attached assessment roll for the assessment cap identified on a per property bases. The per policy assessment has been calculated on an area basis per the City assessment policy at \$17,399.62/acre (Approximately \$0.40/square-foot). Staff recommends a 10-year term for the assessment.

Should the City Council move forward with the project, a proposed project schedule is below:

*Order Feasibility Report	October 11, 2021
Neighborhood Open House/ Information Meeting	October 25, 2022
*City Council Receives Feasibility Report	November 14, 2022
Public Improvement Hearing	
Authorize Preparation of Plans and Specifications	
*Approve Plans and Specs and Authorize Ad for Bid.....	January 23, 2023
Bid Opening	February 28, 2023
*Council Receive Bids and Awards Contract	March 13, 2023
Start Construction	April / May, 2023
Construction Substantially Complete	September, 2023
*Council Schedules Assessment Hearing	September, 2023
Neighborhood Open House/ Information Meeting	September / October, 2023
*Council Holds Assessment Hearing	October, 2023

*Denotes a City Council Action

This project is feasible, necessary, and cost-effective from an engineering standpoint. Project feasibility is subject to financial review by the City.



Assessment Map

CP 2022-09I WSB#019066-000
Carmen Avenue/Claude Way Street Rehabilitation
Inver Grove Heights, MN



0 425
Feet
1 inch = 425 feet



ZONING LEGEND HIGHLIGHT

B-1 LIMITED BUSINESS
I-1 LIMITED BUSINESS
P-PUBLIC INSTITUTIONAL
R-3C HIGH DENSITY RESIDENTIAL
B-3 GENERAL BUSINESS
C-1 SOUTH ST PAUL

CITY PROJECT NO.2022-091- CARMEN AVE & CLAUDEWAY STREET REHABILITATION
PRELIMINARY ASSESSMENT ROLL
ASSESSMENT TERM: 10 YEARS; INTEREST RATE TBD BEGINS ACCRUAL IN 2024
PER POLICY ASSESSMENT RATE: \$17,399.62/ACRE (equates to approximately \$0.40 /square-foot)

PID NO.	MAP NO.	PROPERTY TYPE	NAME	HOUSE NO.	STREET NAME	AREA (ACRE)	AREA CREDITS (ACRE)	ASSESSED AREA (ACRE)	PER POLICY ASSESSMENT	ADMINISTRATIVE ASSESSMENT CAP	PROPOSED PRELIMINARY ASSESSMENT
200341050020	1	COMMERCIAL-PREFERRED	RIVER COUNTRY COOPERATIVE	3240	5TH STE	1.01	0.35	0.66	\$ 11,483.75	\$ 28,749.60	\$ 11,483.75
200341050030	2	COMMERCIAL-PREFERRED	LY REAL ESTATE LLC	5709	CARMEN AVE	0.73	0.13	0.60	\$ 10,439.77	\$ 26,136.00	\$ 10,439.77
203450001010	3	APARTMENT	DAKOTA COUNTY CDA	5825	CARMEN AVE	5.17	2.84	2.33	\$ 40,541.11	\$ 67,450.00	\$ 40,541.11
208520001010	4	APARTMENT	PSLTALS PROPERTIES III LLC	5891	CARMEN AVE	1.00		1.00	\$ 17,399.62	\$ 22,055.00	\$ 17,399.62
200341055015	5	COMMERCIAL-PREFERRED	TBD PROPERTIES LLC	5945	CARMEN AVE	0.52		0.52	\$ 9,047.80	\$ 22,651.20	\$ 9,047.80
200341055013	6	COMMERCIAL-PREFERRED	ROBERT J DEEB	5975-85	CARMEN AVE	1.00		1.00	\$ 17,399.62	\$ 43,560.00	\$ 17,399.62
205675001010	7	APARTMENT	PARKVIEW IGH CO LLC	5918-46	CANDACE AVE	11.37		11.37	\$ 197,833.68	\$ 388,800.00	\$ 197,833.68
207125101011	8	RESIDENTIAL	RICHARD & PATRICIA STADT			1.60		1.60	\$ 27,839.39	\$ 27,252.00	\$ 27,252.00
207125101012	9	APARTMENT	NOBLE HOMES FOR COMFORTABLE LIVING LLC	6115	CARMEN AVE	1.01		1.01	\$ 17,573.62	\$ 17,203.00	\$ 17,203.00
207125001041	10	APARTMENT	PRAIRIE ESTATES LLLP	6153A	CARMEN AVE E	5.04		5.04	\$ 87,694.08	\$ 64,146.00	\$ 64,146.00
207125001020	11	INDUSTRIAL-PREFERRED	SCP GW MINNESOTA LLC	6265	CARMEN AVE	2.55		2.55	\$ 44,369.03	\$ 111,078.00	\$ 44,369.03
207125001010	12	INDUSTRIAL-PREFERRED	NSA PROPERTY HOLDINGS LLC	6311	CARMEN AVE	3.97		3.97	\$ 69,076.49	\$ 172,933.20	\$ 69,076.49
200300208016	13	COMMERCIAL-PREFERRED	CLIMB THEATRE INC	6415	CARMEN AVE	4.00	0.65	3.35	\$ 58,288.73	\$ 75,300.00	\$ 58,288.73
200300209020	14	P-PUBLIC INSTITUTIONAL	CITY OF INVER GROVE HEIGHTS			6.90	0.68	6.22	\$ 108,225.64	\$ 270,943.20	\$ 108,225.64
207125003011	15	P-PUBLIC INSTITUTIONAL	CITY OF INVER GROVE HEIGHTS			1.77		1.77	\$ 30,797.33	\$ 77,101.20	\$ 30,797.33
204510001010	16	INDUSTRIAL-PREFERRED	GAJEWSKI ENTERPRISES LLC	6290	CLAUDE WAY	8.99		8.99	\$ 156,422.58	\$ 391,604.40	\$ 156,422.58
207125003031	17	INDUSTRIAL-PREFERRED	GILBERG INVESTMENT PROPERTIES LLC	6288	CLAUDE WAY	1.94		1.94	\$ 33,755.26	\$ 84,506.40	\$ 33,755.26
207125003040	18	INDUSTRIAL-PREFERRED	ST PAUL FIRE & MARINE INSURANCE COMPAN	6256	CLAUDE WAY E	4.61		4.61	\$ 80,212.25	\$ 200,811.60	\$ 80,212.25
207125003051	19	INDUSTRIAL	WIPIRE REAL ESTATE HOLDINGS LLC			2.05		2.05	\$ 35,669.22	\$ 89,298.00	\$ 35,669.22
207125003060	20	INDUSTRIAL-PREFERRED	WIPIRE REAL ESTATE HOLDINGS LLC	6100-50	CLAUDE WAY E	2.51		2.51	\$ 43,673.05	\$ 109,335.60	\$ 43,673.05
207125003071	21	INDUSTRIAL	WIPIRE REAL ESTATE HOLDINGS LLC	6270	CLAUDE WAY	0.36		0.36	\$ 6,263.86	\$ 15,681.60	\$ 6,263.86
207125003072	22	INDUSTRIAL-PREFERRED	JON A MATHISRU			2.14		2.14	\$ 37,235.19	\$ 93,218.40	\$ 37,235.19
207125103012	23	COMMERCIAL-PREFERRED	HAB INC	6080	CLAUDE WAY	1.28		1.28	\$ 22,271.51	\$ 55,756.80	\$ 22,271.51
207490001010	24	INDUSTRIAL-PREFERRED	TAYLOR CORPORATION	5890	CARMEN AVE	13.90		13.90	\$ 241,854.72	\$ 605,484.00	\$ 241,854.72
207125102020	25	INDUSTRIAL-PREFERRED	SAFE-WAY BUS CO	6030	CARMEN AVE	3.38		3.38	\$ 58,810.72	\$ 147,232.80	\$ 58,810.72
207125201010	26	INDUSTRIAL-PREFERRED	RUS S DAVIS WHOLESALE INC	6085	CLAUDE WAY	4.93		4.93	\$ 85,780.13	\$ 214,750.80	\$ 85,780.13
207125002072	27	INDUSTRIAL	COLFIN 20164 INDUSTRIAL OWNER LLC			0.46		0.46	\$ 8,003.83	\$ 20,037.60	\$ 8,003.83
207125002080	28	INDUSTRIAL	COLFIN 20164 INDUSTRIAL OWNER LLC			2.51		2.51	\$ 43,673.05	\$ 109,335.60	\$ 43,673.05
207125002090	29	INDUSTRIAL	COLFIN 20164 INDUSTRIAL OWNER LLC			2.51		2.51	\$ 43,673.05	\$ 109,335.60	\$ 43,673.05
207125002100	30	INDUSTRIAL	COLFIN 20164 INDUSTRIAL OWNER LLC			2.54		2.54	\$ 44,195.03	\$ 110,642.40	\$ 44,195.03
207125002010	31	INDUSTRIAL	COLFIN 20164 INDUSTRIAL OWNER LLC	6244	CARMEN AVE	2.87		2.87	\$ 49,936.91	\$ 125,017.20	\$ 49,936.91
207125002020	32	INDUSTRIAL-PREFERRED	COLFIN 20164 INDUSTRIAL OWNER LLC	6240	CARMEN AVE	2.51		2.51	\$ 43,673.05	\$ 109,335.60	\$ 43,673.05
207125002030	33	INDUSTRIAL-PREFERRED	MAGA MANAGEMENT LLC	6160	CARMEN AVE	2.52		2.52	\$ 43,847.04	\$ 109,771.20	\$ 43,847.04
360340051020	34	COMMERCIAL-PREFERRED	LODGE PROPERTIES LLC	1515	5TH AVE S	0.00		0.00	\$ -	\$ -	\$ -
200341057010	35	INDUSTRIAL	TAYLOR CORPORATION			0.12		0.12	\$ 2,087.95	\$ 5,227.20	\$ 2,087.95

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING FEASIBILITY REPORT, ORDERING IMPROVEMENT, AND
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR
CITY PROJECT NO. 2022-09J – CHENEY TRAIL AND COFFMAN PATH AREA REHABILITATION**

WHEREAS, on October 11, 2021, the City Council authorized the preparation of a feasibility report by SEH, Inc. for City Project No. 2022-09J – Cheney Trail and Coffman Path Area Rehabilitation (Feasibility Report) for the proposed improvement; and

WHEREAS, The Feasibility Report has been completed by SEH, Inc. and has been made available for public viewing in the Engineering Division at the City of Inver Grove Heights; and

WHEREAS, the Feasibility Report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels; and

WHEREAS, on September 26, 2022, City Council called for a public hearing for City Project No. 2022-09J – Cheney Trail and Coffman Path Area Rehabilitation, to be held at 6:00 PM on November 14, 2022 in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on November 14, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The Feasibility Report for the improvement, City Project No. 2022-09J, is hereby received.
2. The City Council has considered the improvements in accordance with the feasibility report and will assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$628,519.
3. The improvement is necessary, cost-effective, and feasible as defined in the feasibility report.
4. Such improvement is hereby ordered as proposed in this Council resolution.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Project is being funded by the Pavement Management Fund (Fund 440), Special Assessments, Water Utility Fund (Fund 501), Sewer Utility Fund (Fund 502), and Stormwater Management Fund (Fund 441).
7. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Executive Summary

This feasibility study and report have been prepared for the Cheney Trail and Coffman Path Area Rehabilitation, City Project 2022-09J. The proposed project includes pavement rehabilitation utilizing mill and overlays, trail improvements, subgrade corrections as necessary, spot curb and gutter repair, and utility adjustments within the Cheney Trail and Coffman Path Area. The project area includes approximately 1.74 miles of bituminous roadway and 1490' of bituminous trail.

The estimated costs for the proposed improvements are detailed below. These estimated costs include a 5% construction cost contingency and 18% allowance for indirect costs.

CP 2022-09J Improvements	Amount
Street Improvements	\$ 439,496
Bituminous Trail Improvements (Bid Alt. 1)	\$ 96,036
Sanitary Sewer Improvements	\$ 33,701
Water main Improvements	\$ 11,894
Storm Sewer Improvements	\$ 47,392
Total Project Cost (CP 2022-09J)	\$ 628,519

The improvements detailed in this report are proposed to be financed through a combination of the City Pavement Management Fund, Stormwater Management Fund, Water & Sewer Utility Funds, and special assessments to benefitting properties.

A preliminary financing plan is outlined below which includes the trail improvements, there is a more detailed financing report provided within the body of this report.

CP 2022-09J Financing Source	Amount
Pavement Management (Fund 440)	\$ 140,996
Stormwater Management (Fund 441)	\$ 9,478
Sewer Utility (Fund 502)	\$ 33,701
Water Utility (Fund 501)	\$ 11,894
Special Assessments	\$ 432,450
Total Project Cost (CP 2022-09J)	\$ 628,519

The proposed project area includes 71 single family residential properties, 107 residential multifamily properties, 2 commercial properties, 1 apartment property, and 2 City-owned properties. The City assessment policy for the proposed mill and overlay improvements is 80% of the street and storm sewer project costs, with all parcels not zoned residential R-1 assessed at twice the single-family frontage rate.

The bituminous trail between Aspen Ridge and Woodview estates is proposed to be assessed at 55% to the residents in Aspen Ridge and Woodview estates per City policy for partial reconstruction. Policy assessment amounts are \$3,342 per single family lot, \$8,100 for the County apartment property, \$1,397 per multifamily property in the Arbor Pointe 9th/10th development, \$1842 per multifamily in the Woodview Ponds/Estates developments, and \$22,002 total for the City-owned parcels and commercial properties.

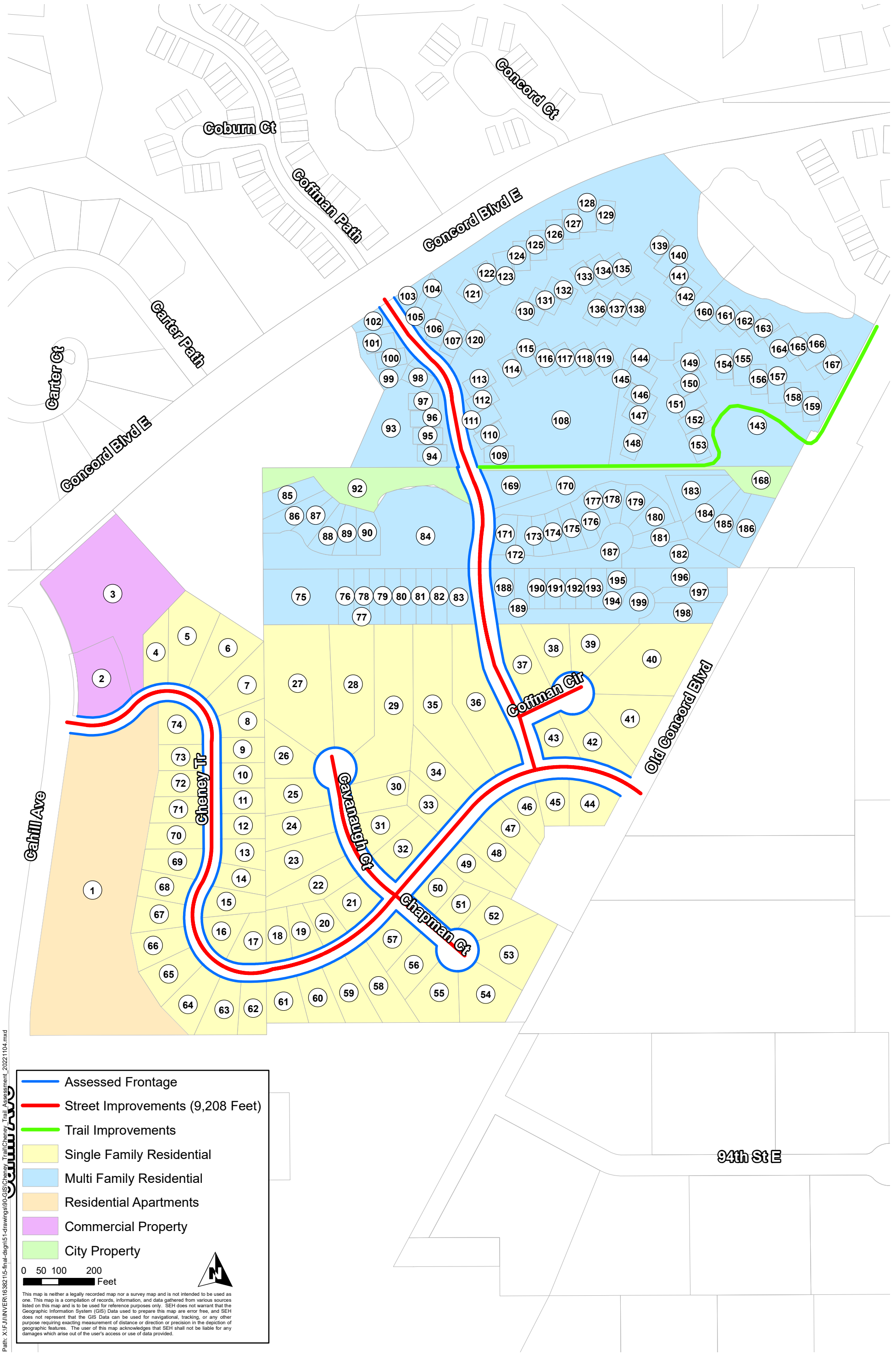
Executive Summary (continued)

An independent appraiser performed a special benefit analysis on benefitting properties and recommends a maximum assessment amount of \$5,740 for single and multifamily residential properties and the values provided were fair and equitable for the affected City, apartment, and commercial properties. The recommended assessment is the policy amount for the majority of parcels with the exception of the residential apartments. A detailed preliminary assessment roll is provided in the body of this report.

If the City Council chooses to accept this report and schedule a public hearing, the recommended project schedule would be as follows:

- Receive Feasibility Report, Improvement Hearing, Order Plans and Specifications.....November 14, 2022
- Approve Plans and Specifications, Authorize Bidding.....January 23, 2023
- Bid Opening February 28, 2023
- Council Receives Bids, Awards Project..... March 13, 2023
- Begin Construction April/May 2023
- Council Holds assessment hearingOctober 2023

Based upon the analysis completed as part of this study, the proposed Cheney Trail and Coffman Path Rehabilitation, City Project 2022-09J is feasible, necessary, cost-effective, and would benefit the properties within the project area and the City of Inver Grove Heights.



Project Number: INVER 163821
Print Date: 11/4/2022

CHENEY TRAIL AND COFFMAN
PATH AREA IMPROVEMENTS
Inver Grove Heights, Minnesota

FIGURE 2

PRELIMINARY ASSESSMENT for Project No. 2022-09J Cheney Trail Area Improvements

MAP NO.	PID NO.	PROPERTY	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT. 1 ASSESSMENT
		TYPE						
1	201177601010	RESAPT	DAKOTA COUNTY CDA	9170 CAHILL AVE	\$ 17,979.40	\$ 8,100.00	\$ 8,100.00	\$ 8,100.00
2	201831001020	COMM	RIVER COUNTRY COOPERATIVE	9072 CAHILL AVE	\$ 11,553.55	\$ 13,940.00	\$ 11,553.55	\$ 11,553.55
3	201831001010	COMM	CONCORD CROSSROADS 2004 LLC	9008-9072 CAHILL	\$ 2,336.67	\$ 49,200.00	\$ 2,336.67	\$ 2,336.67
4	201177502140	SFR	JOHNSON STEVEN P & SHARON A	9293 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
5	201177502130	SFR	STANGOHR STEVEN C & JEANNE R	9289 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
6	201177502120	SFR	BOSER BRANDON & JACQUELINE	9285 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
7	201177502110	SFR	RIESS CHRISTOPHER & ANNE	9281 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
8	201177502100	SFR	REISIG DARREN P & KIMBERLY	9277 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
9	201177502090	SFR	GROSS DAVID A	9273 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
10	201177502080	SFR	BOSIN MATTHEW L & SARAH M	9269 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
11	201177502070	SFR	ANAYA JEFFREY D & ANN E	9265 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
12	201177502060	SFR	MORAN ANDREW & JACQUELYN	9261 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
13	201177502050	SFR	COATES AARON & KATHLEEN	9257 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
14	201177502040	SFR	MYERS JESS R & KAREN S	9253 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
15	201177502030	SFR	MOORE MICHAEL A & KRISTINA	9249 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
16	201177502020	SFR	MILLER JASON T	9245 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
17	201177502010	SFR	WILLIAMS DANIEL & SARAH	9241 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
18	203270002190	SFR	TAFF MICHAEL A & HOLLI L	9237 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
19	203270002180	SFR	DELEON MARNIE J & PAUL R	9227 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
20	203270002170	SFR	BJORKMAN BETTY	9217 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
21	203270002160	SFR	SHEPARD JENNIFER & JOHN	9187 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
22	203270002150	SFR	STEENBERG KYLE	9179 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
23	203270002140	SFR	STEELE EDWARD	9173 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
24	203270002130	SFR	SHIER MICHAEL R & DEANNA R	9165 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
25	203270002120	SFR	MILBRANDT JASON G & ANGELA M	9159 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
26	203270002110	SFR	TABOR MATTHEW H & BARBARA	9155 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
27	203270002100	SFR	ROBERTS JEAN & SCOTT J	9151 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
28	203270002090	SFR	ROBBINS NICKOLAS & AMBER	9150 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
29	203270002080	SFR	SCHWARTZ THOMAS A & TANYA S	9154 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
30	203270002070	SFR	WURZER JOAN M & MICHAEL F	9160 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
31	203270002060	SFR	KOCH CHAD R & ANDREA	9172 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
32	203270002050	SFR	SCHMOTTER RYAN P & LISA ANN	9184 CAVANAUGH CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
33	203270002040	SFR	KLECKNER ANTHONY	9147 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
34	203270002030	SFR	VETTERKIND CHARISSE	9133 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
35	203270002020	SFR	SITTARICH BRIAN D & SHELLY C	9125 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
36	203270002010	SFR	BRANDON LEE REITBERGER	9113 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
37	203270003070	SFR	CHAD M DOUGHERTY	9029 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
38	203270003060	SFR	BENEDICT PETER & ERIN	9019 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
39	203270003050	SFR	DRUGG MATTHEW S & MALORIE	9007 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
40	203270003040	SFR	THIBODEAU Kaine C	8997 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
41	203270003030	SFR	LUNDBERG BRYAN & KARI	9006 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
42	203270003020	SFR	STANGLER SUSAN	9016 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
43	203270003010	SFR	HITI CHRISTOPHER D	9028 COFFMAN CIR	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
44	203270001010	SFR	WITHAM THOMAS V & JOLEEN A	9078 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
45	203270001020	SFR	ASANTE-TAWIAH HENRY	9092 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
46	203270001030	SFR	NAHVI JALEH A	9114 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
47	203270001040	SFR	DIEHL MICHAEL	9132 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
48	203270001050	SFR	ANDERSON DANIEL N & MICHELLE	9146 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
49	203270001060	SFR	NEHMER MICHAEL & CHRISTINA	9160 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28

MAP NO.	PID NO.	PROPERTY	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT. 1 ASSESSMENT
		TYPE						
50	203270001070	SFR	GLEWWE JUDITH K & KELTON E	9202 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
51	203270001080	SFR	VANG PETER	9206 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
52	203270001090	SFR	VANKAMPEN MICHELE A & RANDY S	9210 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
53	203270001100	SFR	FRIEMANN JENNIFER A & CURT W	9216 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
54	203270001110	SFR	BEAUDOIN TIMOTHY H	9219 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
55	203270001120	SFR	BURNS MICHAEL W & MARY G	9215 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
56	203270001130	SFR	VUJOVICH DANIEL S & KATHLEEN	9209 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
57	203270001140	SFR	SEELING JEFFREY & BEVERLY	9201 CHAPMAN CT	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
58	203270001150	SFR	WANEK ERIC	9214 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
59	203270001160	SFR	TENNEY JORDAN H & SARAH J	9222 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
60	203270001170	SFR	THARAYIL DOMY JOSE & ANUPAMA	9230 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
61	203270001180	SFR	BOTH MATTHEW I & KELSEY	9238 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
62	201177501130	SFR	CHRISTENSON STACEY A & KIM S	9242 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
63	201177501120	SFR	JANEY DOUGLAS P & AMY L	9246 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
64	201177501110	SFR	ELSNER ARIC MARK	9250 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
65	201177501100	SFR	KUEFLER DARIAN K & JESSICA E	9254 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
66	201177501090	SFR	SONDAY JOSEPH C	9258 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
67	201177501080	SFR	HAGEN DANIEL E & DEEDEE	9262 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
68	201177501070	SFR	OEFFLING PHILLIP & THERESA	9266 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
69	201177501060	SFR	GALL DAVID W & SHARON	9270 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
70	201177501050	SFR	GREGG JAMES T & LORA K	9274 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
71	201177501040	SFR	TORRALBA FRANKLIN & FELISA	9278 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
72	201177501030	SFR	MOEN KYLE & CHRISTY	9282 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
73	201177501020	SFR	SADLOVSKY JOHN M & KELLY R	9286 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
74	201177501010	SFR	SKYBERG GREG J & DEBRAH A	9290 CHENEY TRL	\$ 3,342.28	\$ 5,740.00	\$ 3,342.28	\$ 3,342.28
75			WOODVIEW PONDS HOA		N-A		N-A	N-A
76	208515001010	MFR	FITZER GREGG K TSTE	8989 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
77	208515001020	MFR	WEBER DENNIS H & RUTH M	8987 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
78	208515001030	MFR	ROHLF STEVEN M & KRISTI J	8985 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
79	208515001040	MFR	BUSHLACK RONALD A & MARY C	8983 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
80	208515001050	MFR	LAMBRECHT KAY M TSTE	8981 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
81	208515001060	MFR	GERLITZ JAMES M & JULIE A	8979 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
82	208515001070	MFR	SIEBELL TODD & DEBRA	8977 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
83	208515001080	MFR	MONROE GARY BRUCE	8975 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
84			WOODVIEW ESTATES HOA		N-A		N-A	N-A
85	208510003060	MFR	SCHWARTZ ROBERT S & BETH ANN	8971 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
86	208510003050	MFR	CHARLEY THOMAS	8969 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
87	208510003040	MFR	BAUMEISTER CARL W TSTE	8967 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
88	208510003030	MFR	HICKMAN ROGER A & CONNIE F T	8965 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
89	208510003020	MFR	GROSS RONALD C & JUDITH C	8963 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
90	208510003010	MFR	ROLIG BONNIE M	8961 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
92	208510000040	CITY	CITY OF INVER GROVE HEIGHTS		\$ 7,464.37	\$ 7,464.37	\$ 7,464.37	\$ 7,464.37
93			ASPEN RIDGE HOA		N-A		N-A	N-A
94	201185901050	MFR	JANSSEN DENNIS GEORGE	8939 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
95	201185901040	MFR	NICHOLS GERALD V & MARY A	8927 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
96	201185901030	MFR	ROBERTSON JOAN E	8919 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46

MAP NO.	PID NO.	PROPERTY	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT. 1 ASSESSMENT
		TYPE						
97	201185901020	MFR	MACHADO EDUARDO J & LISA L	8911 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
98	201185901010	MFR	KINDSETH THOMAS J & LOIS A	8895 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
99			ASPEN RIDGE HOA		N-A		N-A	N-A
100	201185801020	MFR	ENGEBRETSON JANE ANN TSTE	8845 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
101	201185801010	MFR	PECHMANN ROBERT G	8831 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
102	201185800020		ARBOR POINTE ASSOC INC		N-A		N-A	N-A
103	201185800030		ARBOR POINTE ASSOC INC		N-A		N-A	N-A
104			ASPEN RIDGE HOA		N-A		N-A	N-A
105	201185802010	MFR	HAMILL JOAN F TSTE	8832 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
106	201185802020	MFR	JARRETT SIDNEY P & ANN M	8838 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
107	201185802030	MFR	ANDERSON VERNON TSTE	8852 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
108			ASPEN RIDGE HOA		N-A		N-A	N-A
109	201185902010	MFR	DWYER BEVERLY H	8942 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
110	201185902020	MFR	JENSEN NANCY E TSTE	8934 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
111	201185902030	MFR	SCHUSTER SARAH J	8926 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
112	201185902040	MFR	GOHLIKE BRUCE & KATHLEEN	8916 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
113	201185902050	MFR	DIMARCO MARY FLORENCE	8908 COFFMAN PATH	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
114	201185902060	MFR	SCHONES ROSELLA A	8850 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
115	201185902070	MFR	SARAFOLEAN JOHN H & PATRICIA A	8854 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
116	201185902080	MFR	LARSON GERALD J TSTE & JANI	8858 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
117	201185902090	MFR	ZYWIEC JAMES J	8860 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
118	201185902100	MFR	SAPLETAL DONALD D & DONNA M	8862 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
119	201185902110	MFR	REKOW FRANKLIN W & KATHLEE	8866 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
120	201185902250	MFR	OLSON DONALD H & MARY L	8807 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
121	201185902240	MFR	KAMMEN BARBARA A TSTE	8811 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
122	201185902230	MFR	KAY EFFIE W	8813 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
123	201185902220	MFR	TKACZ VALERIE JANE TSTE	8819 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
124	201185902210	MFR	BURT GORDON A	8823 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
125	201185902200	MFR	EVANOFF CANDICE & PHILIP	8827 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
126	201185902190	MFR	WEIR RITA J & ANASTASIA R	8833 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
127	201185902180	MFR	MORRIS MICHAEL J & NANCY W	8837 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
128	201185902170	MFR	BOCOCK DEBORAH J	8841 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
129	201185902160	MFR	JOHNSON CLINTON & BONNIE	8845 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
130	201185902260	MFR	BRYCZEK VERNICE THERESA TSTE	8812 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
131	201185902270	MFR	MILLER JOHN A & PATRICIA M	8820 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
132	201185902280	MFR	SCHLOESSER MARIA M	8826 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
133	201185902290	MFR	RACHAC JOHN N & SHERYL A	8836 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
134	201185902300	MFR	MCMORROW SUSAN M	8840 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
135	201185902310	MFR	BESTER DOUGLAS & KATHRYN	8846 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
136	201185902340	MFR	WHITE JOHN A & GAYLE L	8865 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
137	201185902330	MFR	MILLER CHARLEEN L	8867 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
138	201185902320	MFR	ALLEN JOANNE E	8871 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
139	201185902150	MFR	SMITH ELLEN M	8855 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
140	201185902140	MFR	BAUER ROSEMARY E	8859 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
141	201185902130	MFR	DILLON JOHN	8863 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
142	201185902120	MFR	WISETH DEAN W & IONE B	8867 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
143			ASPEN RIDGE HOA		N-A		N-A	N-A
144	201186001010	MFR	KINSLEY PATRICIA C TSTE	8892 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46

MAP NO.	PID NO.	PROPERTY	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT. 1 ASSESSMENT
		TYPE						
145	201186001020	MFR	OLSEN ROBERT L & JUNE P	8894 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
146	201186001030	MFR	KOOP LAWRENCE & CAROL	8896 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
147	201186001040	MFR	SCHEUBLE LESLIE C TSTE	8898 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
148	201186001050	MFR	CAUSSE GERALD & DOROTHEA	8900 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
149	201186001100	MFR	BLASKIE JR DANIEL F	8893 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
150	201186001090	MFR	COBIAN DEBRA J	8895 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
151	201186001080	MFR	MILLER JOAN A	8897 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
152	201186001070	MFR	MANDEL JEROME M & JOAN R	8899 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
153	201186001060	MFR	VOIGHT DONALD O & JANET M	8901 COMPTON DR	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
154	201186001110	MFR	BECK LARRY R & SUZANNE M	8876 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
155	201186001120	MFR	CASAREZ JOSEPH & TERESA L	8878 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
156	201186001130	MFR	BECKER ROGER I & BETTY J	8880 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
157	201186001140	MFR	BRYAN MERLE G & JANET C	8882 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
158	201186001150	MFR	DERKS GEORGE O & PATRICIA	8884 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
159	201186001160	MFR	PEARSON STEVE & BETH	8886 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
160	201186001240	MFR	PAWLENTY STEVE J & CORINNE L	8873 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
161	201186001230	MFR	LYONS MARY ALICE	8875 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
162	201186001220	MFR	PETERSON STEVEN E & DIANE M	8877 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
163	201186001210	MFR	SWASER KATHERINE M	8879 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
164	201186001200	MFR	TAPP JOSEPH M & CYNTHIA E	8881 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
165	201186001190	MFR	BRANNAN JOSEPH A & LINDA S	8883 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
166	201186001180	MFR	BOSSHART JUDITH K TRUST	8885 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
167	201186001170	MFR	WILLIS URSULA H	8887 COMPTON LN	\$ 899.16	\$ 5,740.00	\$ 899.16	\$ 1,397.46
168	208510000050	CITY	CITY OF INVER GROVE HEIGHTS		\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08
169	208510002010	MFR	CASSIDY ARTHUR J & FRANCH A K	8948 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
170			WOODVIEW ESTATES OUTLOT C		N-A		N-A	N-A
171	208510001010	MFR	SCHUMACK ANN M	8954 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
172	208510001020	MFR	MERTINS DARLENE K	8956 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
173	208510001030	MFR	MARTINSON PETER J	8958 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
174	208510001040	MFR	JORDAN ROBERT H	8960 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
175	208510001050	MFR	PANGBORN STACEY T	8962 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
176	208510001060	MFR	ABRAM DALE D JR & SUSAN L	8964 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
177	208510001070	MFR	HAALA RONALD & JOLENE	8966 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
178	208510001080	MFR	SNYDER JOHN D & BARBARA J T	8968 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
179	208510001090	MFR	STROZINSKY HERBERT G & PATRICIA	8970 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
180	208510001100	MFR	KENSY EDWARD A & EILEEN K	8972 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
181	208510001110	MFR	HPA BORROWER 2018-1 MS LLC	8974 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
182	208510001120	MFR	HAUCK CHARLES J TSTE	8976 COFFMAN PATH	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
183	208510001160	MFR	MCCAULEY SEAN P	8965 OLD CONCORD BLVD	N-A		N-A	N-A
184	208510001150	MFR	SINKFIELD MARY	8975 OLD CONCORD BLVD	N-A		N-A	N-A
185	208510001140	MFR	SCHAEFFER DAVID L & TANA R	8985 OLD CONCORD BLVD	N-A		N-A	N-A
186	208510001130	MFR	PANUSHKA THOMAS C TSTE	8995 OLD CONCORD BLVD	N-A		N-A	N-A
187			WOODVIEW ESTATES OUTLOT B		N-A		N-A	N-A
188	208515002010	MFR	BATON HOMES INC	8991 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
189	208515002020	MFR	BATON HOMES INC	8993 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57

MAP NO.	PID NO.	PROPERTY	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT. 1 ASSESSMENT
		TYPE						
190	208515002030	MFR	BATON HOMES INC	8995 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
191	208515002040	MFR	BATON HOMES INC	8997 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
192	208515002050	MFR	BATON HOMES INC	8999 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
193	208515002060	MFR	DONNA S VUJOVICH	9001 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
194	208515002070	MFR	WILLIAMS JEAN M & GEORGE A	9003 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
195	208515002080	MFR	TURNQUIST BRIAN F	9005 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
196	208515002090	MFR	JOHNSON THOMAS J	9007 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
197	208515002100	MFR	RYBARCZYK GUY W	9009 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
198	208515002110	MFR	JOSWIAK LARRY C TSTE	9011 COLBY CT	\$ 1,344.27	\$ 5,740.00	\$ 1,344.27	\$ 1,842.57
199			WOODVIEW PONDS HOA OUTLOT B		N-A		N-A	N-A

N-A = NOT ASSESSED

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING FEASIBILITY REPORT, ORDERING IMPROVEMENT, AND
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR CITY PROJECT NO. 2022-
09L – BOLLAND TRAIL AND 62ND STREET AREA REHABILITATION**

WHEREAS, on October 11, 2021, the City Council authorized the preparation of a feasibility report by SEH, Inc. for City Project No. 2022-09L – Bolland Trail and 62nd Street Area Rehabilitation (Feasibility Report) for the proposed improvement; and

WHEREAS, the Feasibility Report has been completed by SEH, Inc. and has been made available for public viewing in the Engineering Division at the City of Inver Grove Heights; and

WHEREAS, the Feasibility Report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels; and

WHEREAS, on September 26, 2022, City Council called for a public hearing for City Project No. 2022-09L – Bolland Trail and 62nd Street Area Rehabilitation, to be held at 6:00 PM on November 14, 2022, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on November 14, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The Feasibility Report for the improvement, City Project No. 2022-09L, is hereby received.
2. The City Council has considered the improvements in accordance with the feasibility report and will assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$463,126.
3. The improvement is necessary, cost-effective, and feasible as defined in the feasibility report.
4. Such improvement is hereby ordered as proposed in this Council resolution.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Project is being funded by the Pavement Management Fund (Fund 440), Special Assessments, Water Utility Fund (Fund 501), Sewer Utility Fund (Fund 502), and Stormwater Management Fund (Fund 441).
7. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of November 2022.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Executive Summary

This feasibility report has been prepared for the Bolland Trail and 62nd Street Area Rehabilitation, City Project 2022-09L. The proposed project includes pavement rehabilitation by mill and overlay, subgrade corrections as necessary, spot curb and gutter repair, and utility adjustments within the Bolland Trail and 62nd Street Area, including a small section of Boxman Path and Boyer Path. The project area includes approximately 0.8 miles of bituminous roadway.

The estimated costs for the proposed improvements are detailed below. These estimated costs include a 5% construction cost contingency and 18% allowance for indirect costs.

CP 2022-09L Improvements	Amount
Street Improvements	\$ 344,483
62 nd Street rural (Bid Alt. 1)	\$ 42,445
Sanitary Sewer Improvements	\$ 27,506
Water main Improvements	\$ 21,806
Storm Sewer Improvements	\$ 26,886
Total Project Cost (CP 2022-09L)	\$ 463,126

The improvements detailed in this report are proposed to be financed through a combination of the City Pavement Management Fund, Stormwater Management Fund, Water & Sewer Funds, and special assessments to benefitting properties.

A preliminary financing plan is outlined below, with a more detailed financing report provided within the body of this report.

CP 2022-09L Financing Source	Amount
Pavement Management (Fund 440)	\$ 77,386
Stormwater Management (Fund 441)	\$ 5,377
Sewer Utility (Fund 502)	\$ 27,506
Water Utility (Fund 501)	\$ 21,806
Special Assessments	\$ 331,051
Total Project Cost (CP 2022-09L)	\$ 463,126

The proposed project area includes 55 single family properties, mostly designated as R-1C with two R-1B and three E-1 Estate (rural) lots. The City assessment policy for the proposed improvements is 80% of the street and storm sewer project costs. Policy assessment amounts are \$5,941 per urban single-family lot and \$6,791 per rural single-family lot. An independent appraiser performed a special benefit analysis on benefitting properties and recommends a maximum assessment amount of \$9,262 for single family residential properties. The recommended preliminary assessment is the policy amount of \$5,941 for urban single-family lots and the maximum assessment amount of \$6,791 for the rural single-family lots. A detailed preliminary assessment roll is provided in the body of this report.

A broad area patch was completed on the rural part of 62nd street within the past few years and the pavement condition is holding up better than expected. Due to the current pavement condition and the desire for three rural property owners to connect to City sewer within the next 10 years, the City may recommend the rural section of 62nd be completed as part of a future project. The rural portion

Executive Summary (continued)

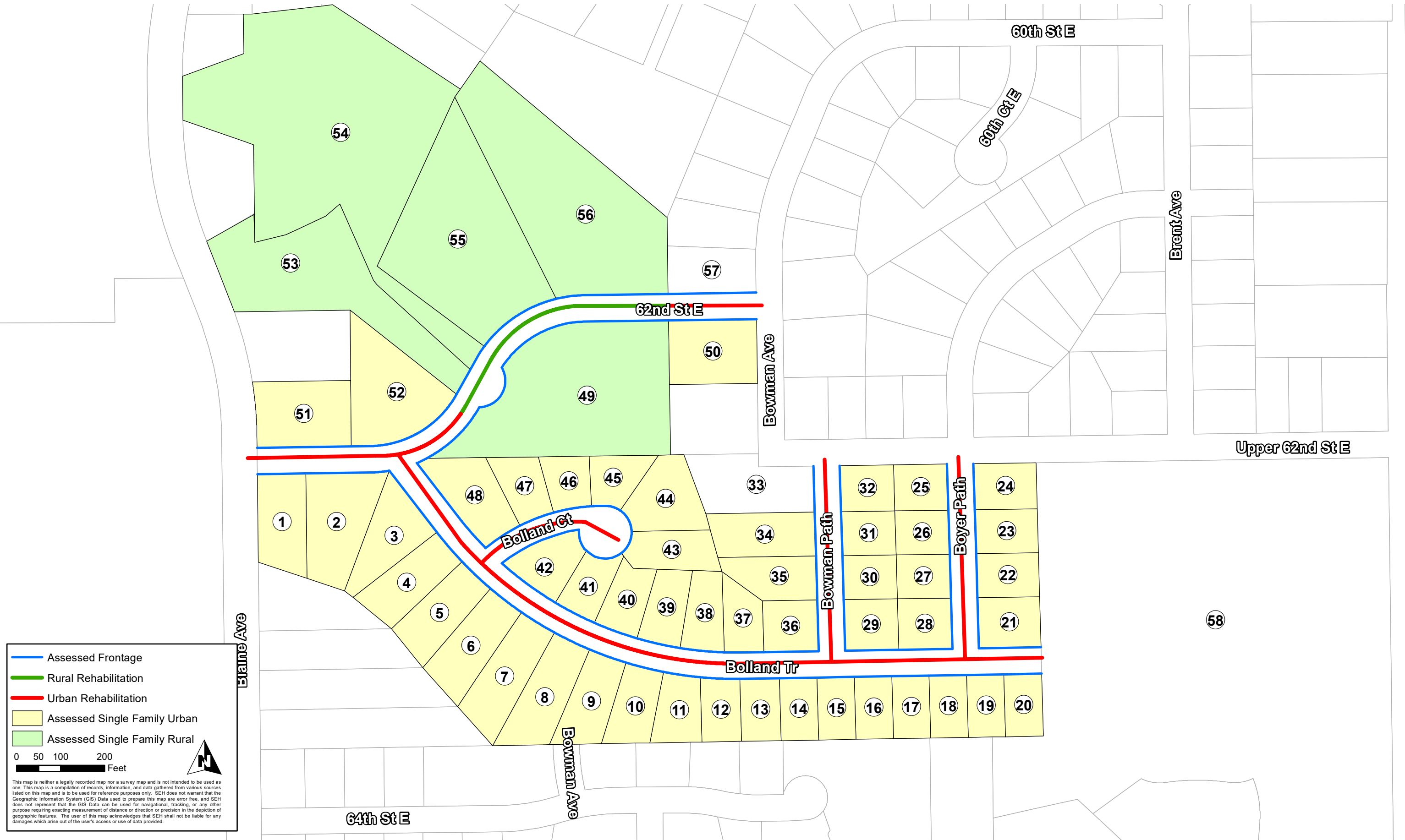
of 62nd Street is proposed as a bid alternate which provides the option to remove that portion of the project.

If the City Council chooses to accept this report and schedule a public hearing, the recommended project schedule would be as follows:

- Receive Feasibility Report, Improvement Hearing, Order Plans and Specifications..... Nov. 14, 2022
- Approve Plans and Specifications, Authorize Bidding.....January 23, 2023
- Bid Opening February 28, 2023
- Council Receives Bids, Awards Project..... March 13, 2023
- Begin Construction April/May 2023
- Council Holds assessment hearingOctober 2023

Based upon the analysis completed as part of this study, the proposed Bolland Trail and 62nd Street Area Rehabilitation, City Project 2022-09L is feasible, necessary, cost-effective, and would benefit the properties within the project area and the City of Inver Grove Heights.

Path: X:\F\INVER\1638215-final-dgn\15-drawings\00-GIS\62nd_Street\62nd_Street_Assessment_2022 1019.mxd



Project Number: INVER 163821
Print Date: Print Date: 10/19/2022

BOLLAND TRAIL AND 62ND STREET REHABILITATION Inver Grove Heights, Minnesota

FIGURE 1

PRELIMINARY ASSESSMENT for Project No. 2022-09L Bolland Trail and 62nd Street Rehabilitation

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT 1 ASSESSMENT
1	208460001050	SFR	BECKER STEVEN & LING	2526 62ND ST	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
2	208460001060	SFR	KAISER THOMAS C	2546 62ND ST	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
3	208460001070	SFR	BERG NORMAN G & DEBRA K	6205 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
4	208460001080	SFR	MATE CATHERINE L	6209 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
5	208460001090	SFR	SHORT WILLIAM F	6213 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
6	208460001100	SFR	HASSING PAUL D & JODI L	6217 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
7	208460001110	SFR	MACH RONALD D & CYNTHIA L	6221 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
8	208460001120	SFR	BIRD BRUCE L & KIRSTIN L	6225 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
9	208460001130	SFR	DOYLE GREGORY J & CHERYL A	6229 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
10	208460001140	SFR	JENSEN DENNIS L & AMELIA M	6233 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
11	208460001150	SFR	BROWN URSULA J	6237 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
12	208460001160	SFR	HINRICHS DAVID E & SHARON K	6241 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
13	208460001170	SFR	EISEN DAVID & DIANE	6245 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
14	208460001180	SFR	RABE CAMERON C	6249 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
15	208460001190	SFR	ZELLMER GREGORY J	6253 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
16	208460001200	SFR	PETERSON BRIAN D	6257 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
17	208460001210	SFR	BARWICK JOE & CHRISTY	6261 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
18	208460001220	SFR	HUNT MATTHEW S	6265 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
19	208460001230	SFR	EGGERT NIC & CHRISTINA COWM	6269 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
20	208460001240	SFR	CONWAY PATRICK J & MARJORIE	6273 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
21	208460002010	SFR	HARVEY DAVID W	6238 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
22	208460002020	SFR	TURITTO SCOTT T & LINDA L	6232 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
23	208460002030	SFR	LEONARD TONY RYAN & JESSIKA	6224 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
24	208460002040	SFR	LEWANDOWSKI KEVIN M & JENNIFER J	6218 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
25	208460003010	SFR	DONOVAN DANIEL & AMY	6219 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
26	208460003020	SFR	PEARSON DANIEL J	6225 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
27	208460003030	SFR	MOSER LAWRENCE E & NORENE	6233 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
28	208460003040	SFR	ENGLESON PAUL T & JULIE A	6239 BOYER PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
29	208460003050	SFR	LESCH DAVID J	6246 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
30	208460003060	SFR	STANEFSKI EUGENE F & SHARON L	6240 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
31	208460003070	SFR	WATTS KATHLEEN J	6236 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
32	208460003080	SFR	RUZICHKA SCOTT	6228 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
33	208460004010	SFR	ROBERTSON JEREMY & KELLY	6229 BOXMAN PATH	N-A		N-A	N-A
34	208460004020	SFR	KARGES DYANA M	6237 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
35	208460004030	SFR	DYBEDAHL RODNEY J & RENEE L T	6241 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
36	208460004040	SFR	MADDEN ROBERT W & TAMMI J	6247 BOXMAN PATH	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
37	208460004050	SFR	KUNERT DAVID & SUSAN	6244 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
38	208460004060	SFR	THOMPSON BETH M	6240 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
39	208460004070	SFR	JOHNSON PATRICIA L	6234 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
40	208460004080	SFR	HUBERTY PETER J & REBECCA R	6230 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
41	208460004090	SFR	PAINTER CHRISTOPHER T	6224 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
42	208460004100	SFR	KOWITZ KEVIN P & LORI L	6218 BOLLAND TRL	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
43	208460004110	SFR	BORGESON JAMES C & JULIE A	6232 BOLLAND CT	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
44	208460004120	SFR	SWENSON MATTHEW & KELLY	6229 BOLLAND CT	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
45	208460004130	SFR	PINPOINT HOMES LLC	6233 BOLLAND CT	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
46	208460004140	SFR	ANDERSON SCOTT L & JOAN M	6237 BOLLAND CT	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
47	208460004150	SFR	BURLING MARK A & RUTH M	6241 BOLLAND CT	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
48	208460004160	SFR	NOYD JOHN B TSTE	6245 BOLLAND CT	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
49	204310202010	SFR	KRECH GREGORY & VALERIE	2630 62ND ST	\$ 6,791.20	\$ 9,262.00	N-A	\$ 6,791.20
50	204310103020	SFR	ZASTROW BRYAN	2700 62ND ST	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
51	208375001020	SFR	ANDERSON MICHAEL DAMON	2525 62ND ST	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	SITE ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	W/ BID ALT 1 ASSESSMENT
52	208375001011	SFR	BROWN MATTHEW D & JESSICA	2545 62ND ST	\$ 5,941.90	\$ 9,262.00	\$ 5,941.90	\$ 5,941.90
53	205357701020	SFR	KRECH LORA L	2565 62ND ST	\$ 6,791.20	\$ 9,262.00	N-A	\$ 6,791.20
54	205357801010	SFR	KRECH JAMES H & LORA L	2585 62ND ST	\$ 6,791.20	\$ 9,262.00	N-A	\$ 6,791.20
55	204310201030	SFR	CARTER MATTHEW	2615 62ND ST	\$ 6,791.20	\$ 9,262.00	N-A	\$ 6,791.20
56	204310201040	SFR	MILLER BRADLEY J & ROBIN B	2655 62ND ST	\$ 6,791.20	\$ 9,262.00	N-A	\$ 6,791.20
57	204310101150	SFR	DOOLITTLE FRANKLIN & JULIE	6145 BOWMAN AVE	N-A		N-A	N-A
58	207290001010	MFR	PHM INVER GROVE INC	6291-6497 CAHILL AVE	N-A		N-A	N-A
N-A = NOT ASSESSABLE								

**Request for Council Action****SUBJECT: Adoption of Assessment Roll for the 2022 Nuisance Abatement Program****MEETING DATE:** November 14, 2022**ITEM TYPE:** Public Hearing**CONTACT:** Heather Rand, Community Development Director, 651.450.2546**ACTION REQUESTED**

The Council is asked to hold a public hearing and then adopt the attached Resolution, adopting the assessment roll for the 2022 Nuisance Abatement Program.

BACKGROUND

The owners of the parcels noted below were notified in writing of code compliance violations on their properties, including long grass and weeds, refuse, and other nuisance conditions. After the initial notice, a second notice was provided to each property owner, which included the fact that if they did not correct the violations the City would abate the nuisance and they would be billed for the cost of the abatements. The property owners did not remedy their code violations after the second notice, so the City took action directly. Property owners were then billed for the cost of the abatements but those bills have not been paid. Notice of pending assessments have been sent out to property owners twice requesting payment, with no response. Staff has therefore prepared the following assessment roll to recoup the cost of these nuisance abatements.

If prepayment is not received within thirty (30) days after the special assessments are levied and adopted by the City Council, then the assessment will be sent to the County Auditor to be placed on the property tax list to be paid in one installment.

The following parcels are proposed to be placed on the assessment roll for 2022 nuisance abatement costs:

PID	PROPERTY ADDRESS	VIOLATION TYPE	AMOUNT
202580001070	9376 BUCKLEY COURT	LAWN CUT	\$186.58
203235001020	5492 ROBERT TRAIL SOUTH	REFUSE REMOVAL	\$199.00
207116104050	4042 70 TH STREET EAST	REFUSE REMOVAL	\$199.00
200110050010	4020 75 TH STREET EAST	REFUSE REMOVAL	\$409.00

203110002020	4507 AUGUST WAY	REFUSE REMOVAL	\$135.00
203650009270	6425 DAWN WAY	REFUSE REMOVAL	\$135.00

FISCAL IMPACT

The City seeks to recoup a total of \$1,263.58 in unpaid nuisance abatement costs via this assessment process.

RECOMMENDATION

Staff recommends approval of the assessment roll.

ATTACHMENTS

1. Resolution: 2022 ASSESSMENT ROLL

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

**RESOLUTION ADOPTING THE ASSESSMENT ROLL
FOR 2021 PUBLIC NUISANCE ABATEMENTS**

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Inver Grove Heights is the official governing body of the City of Inver Grove Heights, Minnesota; and

WHEREAS, the City Council has the authority to assess public nuisance abatement or removal costs pursuant to Minnesota Statutes, Chapter 429.101 and City Code Title 5, Chapter 9; and

WHEREAS, notice of a public hearing on the proposed assessment roll for public nuisance abatements on the properties identified on EXHIBIT A, which is attached hereto and incorporated herein, was published in the official newspaper of the City and notice was mailed to all persons listed on the official records of Dakota County as owners of the affected parcels or lots; and

WHEREAS, a public hearing before the City Council, as noticed, was held on November 14, 2022, where all interested persons were given an opportunity to be heard or otherwise comment on the proposed assessment; and

WHEREAS, the City Council finds that the various parcels listed on EXHIBIT A received public nuisance abatement or removal services, or both, but did not pay the city for said services.

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

1. The assessment roll, a copy of which is attached hereto and made a part hereof, is hereby adopted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. The assessment for each parcel shall be payable in two equal installments extending over a period of one (1) year, the installments will appear on the 2023 property tax statement and shall bear interest at the rate of eight percent (8%) per annum from the date of adoption of this assessment resolution.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor on December 14, 2022, pay the whole of the assessment on such property, to the City Clerk, and no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. The owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall transmit a certified copy of the assessment roll to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2022.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

ASSESSMENT ROLL FOR ABATEMENT OF PUBLIC NUISANCE

PID	PROPERTY ADDRESS	VIOLATION TYPE	AMOUNT
202580001070	9376 BUCKLEY COURT	LAWN CUT	\$186.58
203235001020	5492 ROBERT TRAIL SOUTH	REFUSE REMOVAL	\$199.00
207116104050	4042 70 TH STREET EAST	REFUSE REMOVAL	\$199.00
200110050010	4020 75 TH STREET EAST	REFUSE REMOVAL	\$409.00
203110002020	4507 AUGUST WAY	REFUSE REMOVAL	\$135.00
203650009270	6425 DAWN WAY	REFUSE REMOVAL	\$135.00

TOTAL: \$1,263.58

Request for Council Action

SUBJECT: **Major Site Plan Approval and Development Agreements for Salem Hills Elementary School, 5869 Babcock Trail**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, granting Major Site Plan Approval and approving Development Agreements for a parking lot expansion at Salem Hills Elementary School.

- Requires 3/5th vote
- 60-day deadline: November 30, 2021 (extended by applicant)

BACKGROUND

The City Council first heard this request at their May 23, 2022 meeting. The item was tabled in order to have further conversation regarding stormwater runoff concerns raised by nearby residents.

This proposed project consists of improvements to the parking lot and traffic circulation on the Salem Hills Elementary School property. Improvements include reconstructing the parking lot in front of the building to improve bus/vehicle drop-off circulation by separating the two traffic flows, and adding a new parking lot on the north side of the school and two new outdoor play areas. The traffic improvements are needed to provide more stacking space for vehicles waiting to drop-off or pick-up students and to separate the bus flow from the vehicle flow. The revised parking areas will increase the total number of parking spaces by 15. All setbacks, screening and landscaping requirements have been met.

Engineering has reviewed the stormwater plans and notes the stormwater design components of this site have been a particular focus of efforts by the applicant, due to the site location, space constraints, and infiltration restrictions. Staff contracted with Barr Engineering to assist in reviewing the stormwater components and verifying compliance with the City's stormwater codes and ordinances. These requirements have been vetted and it is the opinion of Barr Engineering that the plans meet or exceed the requirements set forth in the City's stormwater codes and ordinances.

Engineering staff finds that all comments from the preliminary review have been adequately addressed by the applicant, and that the final plans meet the City's design requirements with the noted drain tile comment in the attached file and are acceptable from an engineering perspective.

The applicant and their consultant have engaged with neighboring residents and made some modifications to the plans to help address some issues. The applicant has provided the attached

memo summarizing what they have done since the May meeting to address neighbor concerns. In summary:

- On June 20, 2022, staff and school district representatives met with several neighbors to further discuss the issues.
- The School District distributed by email on September 14, 2022 the findings of additional study done based on discussions from the June 20 meeting.
- The School District met with two neighborhood representatives on November 3, 2022 to review and discuss the memo from September 14.

FISCAL IMPACT

N/A

RECOMMENDATION

Planning and Engineering staff recommend approval of the Resolution.
The Planning Commission recommended approval (7-2) on March 15.

ATTACHMENTS

1. Major Site Plan Approval Resolution
2. Approved Civil Plan Set
3. Improvement Agreement
4. Storm Water Facilities Maintenance Agreement
5. Memo on Neighborhood contact
6. Planning Report

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

RESOLUTION NO. 2022-

**RESOLUTION APPROVING A MAJOR SITE PLAN APPROVAL AND DEVELOPMENT
AGREEMENT FOR A PARKING LOT EXPANSION FOR SALEM HILLS ELEMENTARY
SCHOOL**

Case No. 22-10PR

WHEREAS, the request is for the property located at 5869 Babcock Trail and legally described as:

See Exhibit A

WHEREAS, an application for a Major Site Plan Approval has been submitted to allow a parking lot expansion at Salem Hills Elementary School;

WHEREAS, the aforescribed property is zoned P, Institutional;

WHEREAS, the request has been reviewed against Title 10, Chapter 15, Article J.6, Major Projects;

WHEREAS, a public hearing concerning the Major Site Plan Approval was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on March 15, 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Approval to allow a parking lot expansion is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plan set dated 11/4/2022. Plans are on file with the Planning and Engineering Departments.

***The final list of approved plans and date of plans shall be the set approved and signed by the City Engineer.**

2. Access permits must be obtained from Dakota County and the plans must meet all requirements of the County.

3. Any parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines.
4. All plans shall be subject to the review and approval of the City Fire Marshal.
5. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2022.

AYES:
NAYS:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

EXHIBIT A

Legal Description:

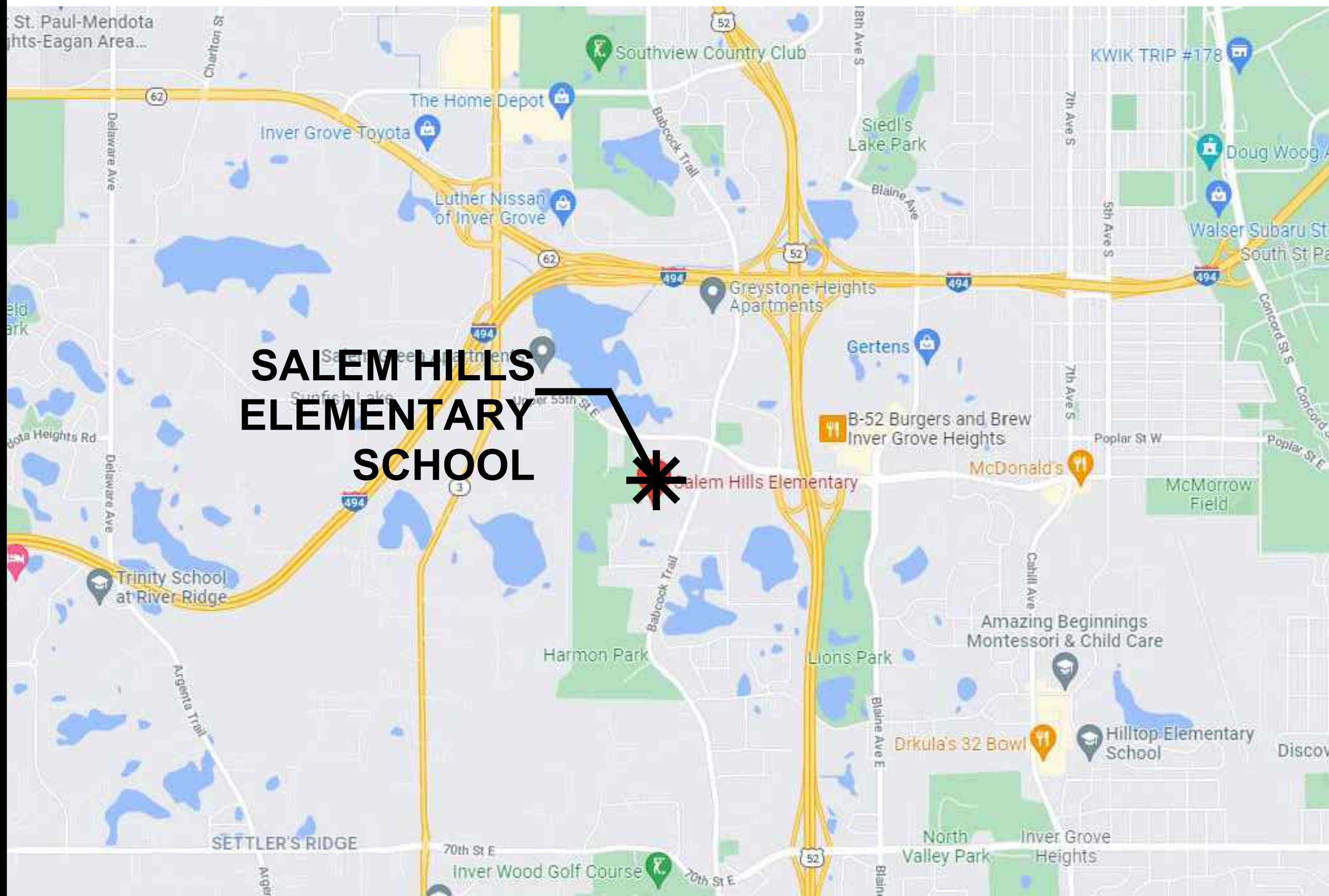
Commencing at a point in the center of State Aid Road No. 21 or the German Road (so-called) said point being 575 feet north and 656.7 feet west of the southeast corner of Section thirty-two (32) Township twenty-eight (28), Range twenty-two (22) thence North 21 degrees East, along the center of said road 150 feet, thence North 72 degrees 27 minutes West 360.5 feet, thence North 14 degrees 30 minutes East 252 feet, thence North 100 feet, thence West 535 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6 degrees 15 minutes West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning.

Dakota County, Minnesota

SALEM HILLS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

Salem Hills Elementary School
5899 Babcock Trail
Inver Grove Heights, MN 55077

VICINITY MAP



GENERAL NOTES

- ALL CONSTRUCTION MUST COMPLY WITH APPLICABLE STATE AND LOCAL ORDINANCES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR AND SHALL PAY FOR ALL CONSTRUCTION STAKING / LAYOUT.
- OBTAIN AND PAY FOR ALL RELATED CONSTRUCTION PERMITS, INCLUDING THE NPDES PERMIT FROM THE MPCA. SUBMIT A COPY OF ALL PERMITS TO THE CITY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL SIGNAGE (CONSTRUCTION ZONES) NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS. ALL SIGNAGE LAYOUTS MUST BE DESIGNED BY THE CONTRACTOR AND APPROVED BY LOCAL AUTHORITIES.
- INSTALL CONTROL FENCING AND BARRICADEING AS NECESSARY TO PROTECT THE PUBLIC.
- INSPECT SITE AND REVIEW SOIL BORINGS TO DETERMINE EXTENT OF WORK AND NATURE OF MATERIALS TO BE HANDLED.
- REFER TO SPECIFICATIONS FOR DEWATERING REQUIREMENTS.
- CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
- REFER TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE, ON SHEET C1.8, FOR EROSION CONTROL REQUIREMENTS.
- MAINTAIN ADJACENT PROPERTY AND PUBLIC STREETS CLEAN FROM CONSTRUCTION CAUSED DIRT AND DEBRIS ON A DAILY BASIS. PROTECT DRAINAGE SYSTEMS FROM SEDIMENTATION AS A RESULT OF CONSTRUCTION RELATED DIRT AND DEBRIS.
- MAINTAIN DUST CONTROL DURING GRADING OPERATIONS.
- ALL EROSION CONTROL METHODS SHALL COMPLY WITH MPCA AND LOCAL REGULATIONS.
- MINIMIZE DISTURBANCE TO SITE AND PROTECT EXISTING SITE FEATURES (INCLUDING TURF AND VEGETATION) WHICH ARE TO REMAIN.
- PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISH GRADE UNLESS OTHERWISE NOTED.
- PROPOSED ELEVATIONS SHOWN TYPICALLY AS 70.1 OR 70 SHALL BE UNDERSTOOD TO MEAN 970.1 OR 970.
- SPOT ELEVATIONS SHOWN IN PARKING LOTS, DRIVES AND ROADS INDICATE GUTTER GRADES, UNLESS NOTED OTHERWISE. SPOT ELEVATIONS WITH LABELS OUTSIDE THE BUILDING PERIMETER INDICATE PROPOSED GRADES OUTSIDE THE BUILDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIALS TO BE HANDLED, AND FOR AMOUNT OF GRADING TO BE DONE IN ORDER TO COMPLETELY PERFORM ALL WORK INDICATED ON THE DRAWINGS. IMPORT SUITABLE MATERIAL AND EXPORT UNSUITABLE / EXCESS / WASTE MATERIAL AS REQUIRED. ALL COSTS ASSOCIATED WITH IMPORTING AND EXPORTING MATERIALS SHALL BE INCIDENTAL TO THE CONTRACT.
- NO FINISHED SLOPES SHALL EXCEED 3' HORIZONTAL TO 1' VERTICAL (3:1), UNLESS OTHERWISE NOTED.
- ALL DISTURBED AREAS WHICH ARE NOT DESIGNATED TO BE PAVED SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SODDED OR SEEDED.
- WHERE NEW SOD MEETS EXISTING SOD, EXISTING SOD EDGE SHALL BE CUT TO ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. REMOVE TOPSOIL AT JOINT BETWEEN EXISTING AND NEW AS REQUIRED TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING.
- FAILURE OF TURF DEVELOPMENT, IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SOD OR RE-SEED ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
- ALL WATERMAIN PIPE SHALL BE DIP, CLASS 52. ALL WATERMAIN SHALL HAVE MINIMUM 8'-0" BURY (TOP OF PIPE TO FINISH GRADE). DIP SHALL BE ENCASED WITH POLYETHYLENE FILM CONFORMING TO ASTM D 1248-889.
- ALL SANITARY SEWER PIPE SHALL BE PVC PIPE (ASTM D 3034, SDR 26), UNLESS OTHERWISE NOTED. SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2321.
- ALL STORM SEWER PIPE SHALL BE RCP, CLASS III (MIN.), WITH FLEXIBLE WATERTIGHT JOINTS IN ACCORDANCE WITH ASTM C-361 OR PVC PIPE (ASTM D3034, SDR 35) INSTALLED IN ACCORDANCE WITH ASTM D2321, UNLESS OTHERWISE NOTED.
- FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
 - IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
 - ACCEPTABLE MANUFACTURERS / PRODUCTS:
 - FERROCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
 - PRESS-SEAL, WATERSTOP GROUTING RINGS"
 - OR APPROVED EQUAL.
- WATERMAIN SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE OR OTHER POTENTIAL SOURCE FOR CONTAMINATION PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
- ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE OR OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
- LOCATE ALL EXISTING UTILITIES, VERIFY LOCATION, SIZE AND INVERT ELEVATION OF ALL EXISTING UTILITIES. VERIFY LOCATIONS, SIZES AND ELEVATIONS OF SAME BEFORE BEGINNING CONSTRUCTION.
- MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWER IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES AS REQUIRED.
- STAKE LIMITS OF WALKS AND CURBING PRIOR TO INSTALLATION OF GATE VALVES, CATCH BASINS AND MANHOLES. GATE VALVE AND MANHOLE LOCATIONS SHALL BE ADJUSTED TO AVOID PLACEMENT OF THESE STRUCTURES IN WALKS AND CURB AND GUTTER. CURB AND GUTTER SHALL BE STAKED TO ALLOW CURB INLET TYPE CATCH BASINS TO BE PROPERLY LOCATED IN LINE WITH CURBING.
- ALL 3:1 SLOPES SHALL BE AMENDED WITH A MINIMUM OF 2.5 INCHES OF COMPOST ROTOTILLED TO A DEPTH OF 8 INCHES AND REINFORCED WITH EROSION CONTROL BLANKET WITH NATURAL NETTING AND STITCHING.

A1

DRAWING INDEX

- C1.0 TITLE PAGE
- C1.S EXISTING CONDITIONS: PAGE 1
- C1.S EXISTING CONDITIONS: PAGE 2
- C1.1 REMOVALS PLAN
- C1.2 SITE PLAN
- C1.2a STRIPING AND SIGNAGE PLAN
- C1.2b GEOMETRIC PLAN
- C1.3 GRADING AND DRAINAGE PLAN
- C1.4 UTILITY PLAN
- C1.5 EROSION AND SEDIMENT CONTROL PLAN
- C1.6 SWPPP: SOILS INFORMATION
- C1.7 SWPPP: PROJECT INFORMATION
- C1.8 SWPPP: NARRATIVE
- C2.1 SITE DETAILS
- C2.2 SITE DETAILS
- E0.0 ELECTRICAL TITLE SHEET
- E1.0 ELECTRICAL SITE DEMOLITION PLAN
- E2.0 ELECTRICAL SITE LIGHTING PLAN
- E3.0 ELECTRICAL SCHEDULE AND DETAILS
- L1.1 LANDSCAPING PLAN

APPROVED:

Brian D. Connolly

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

Project No. 041125802
Date 04/25/2022
Drawn By JAR
Checked By JAR
Reviewed By JAR
APPENDIX #1 (5/3/2022)

TITLE PAGE

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
DAVID A. REY
Reg. No. 40180 Date 04/25/2022

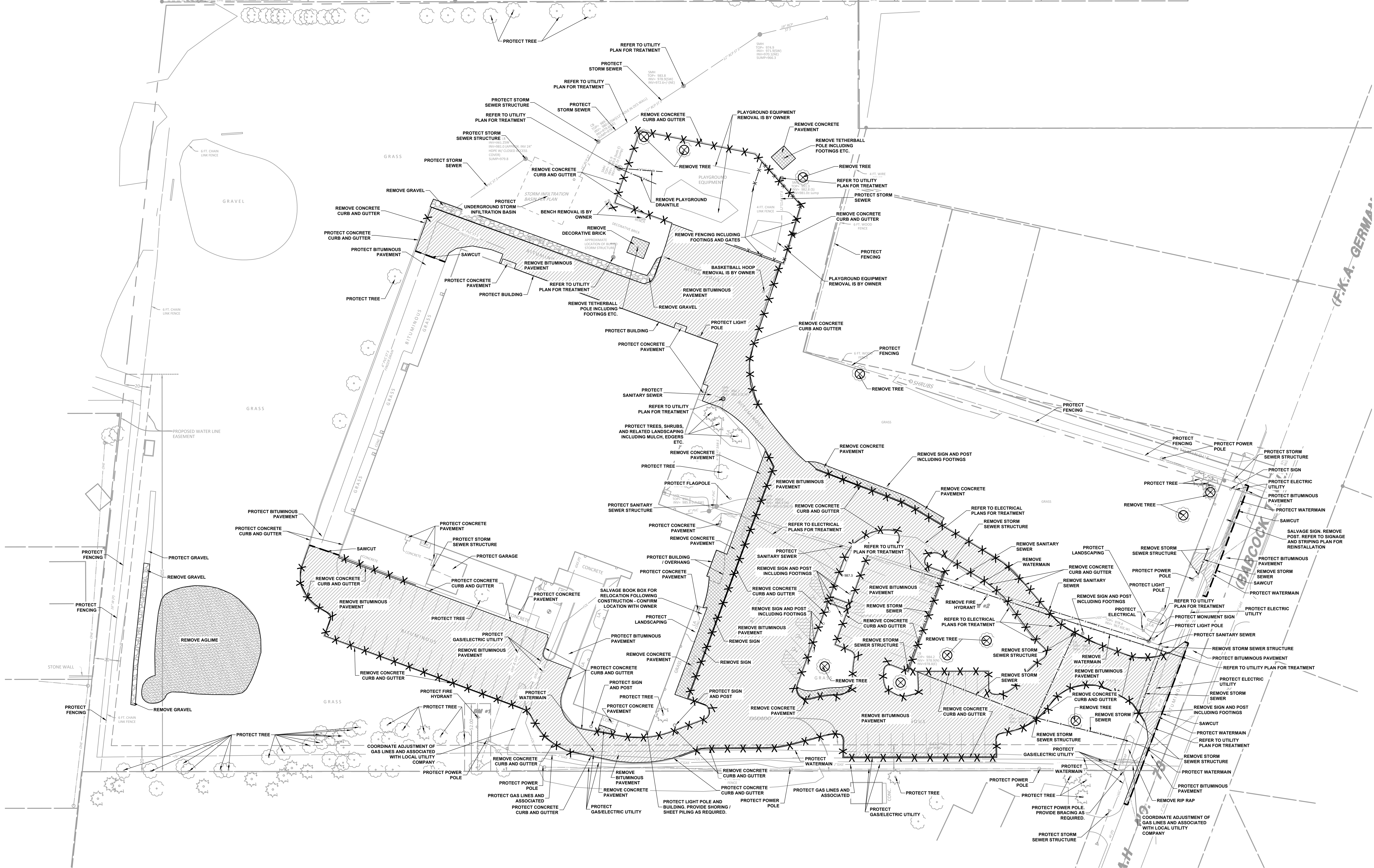


7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

ISD 199, INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN, 55077

Sheet
C1.0



LEGEND

- CONCRETE PAVEMENT / DECORATIVE BRICK REMOVALS
- CONCRETE CURB AND GUTTER REMOVALS
- BITUMINOUS PAVEMENT REMOVALS
- GRAVEL SURFACE REMOVALS
- AGLIME REMOVALS
- FENCING REMOVALS
- UTILITY REMOVALS
- TREE REMOVALS
- SAWCUT
- PROPERTY LINE

NOTES:

- REFER TO SHEET C1.0, TITLE PAGE, FOR GENERAL NOTES.
- MINIMIZE DISTURBANCE TO SITE AND PROTECT EXISTING VEGETATION AND SITE FEATURES (CURBS, WALKS, PAVEMENTS, OVERHEAD AND UNDERGROUND UTILITIES, SIGNAGE, FENCING, ROADWAYS, ETC.) WHICH ARE TO REMAIN.
- REPAIR OR REPLACE EXISTING PROPERTY AND SITE FEATURES, INCLUDING GRASS AND VEGETATION, WHICH IS TO REMAIN THAT IS DAMAGED BY THE WORK, TO OWNER'S SATISFACTION AND AT NO ADDITIONAL COST TO THE OWNER.
- VISIT THE SITE PRIOR TO BIDDING; BE FAMILIAR WITH ACTUAL CONDITIONS IN THE FIELD. EXTRA COMPENSATION WILL NOT BE ALLOWED FOR CONDITIONS WHICH COULD HAVE BEEN DETERMINED OR ANTICIPATED BY EXAMINATION OF THE SITE, THE CONTRACT DRAWINGS AND THE INFORMATION AVAILABLE PERTAINING TO EXISTING SOILS, UTILITIES AND OTHER SITE CHARACTERISTICS.
- THE CONTRACTOR SHALL HIRE THE SERVICES OF A UTILITY LOCATOR COMPANY TO LOCATE ALL PRIVATELY OWNED UTILITIES THAT MAY BE DISTURBED BY CONSTRUCTION OPERATIONS.

APPROVED:

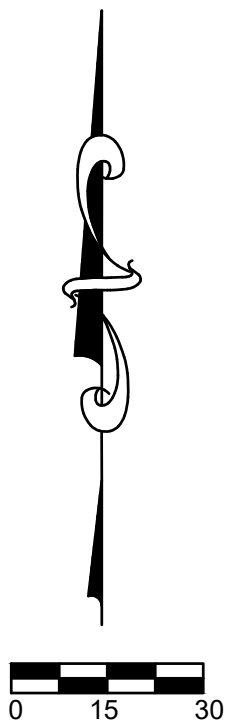
Brian D. Connolly

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

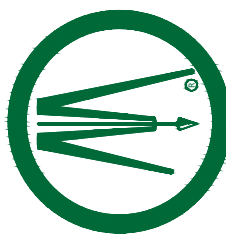


Sheet

C1.1

SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

1SD 199: INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN. 55077



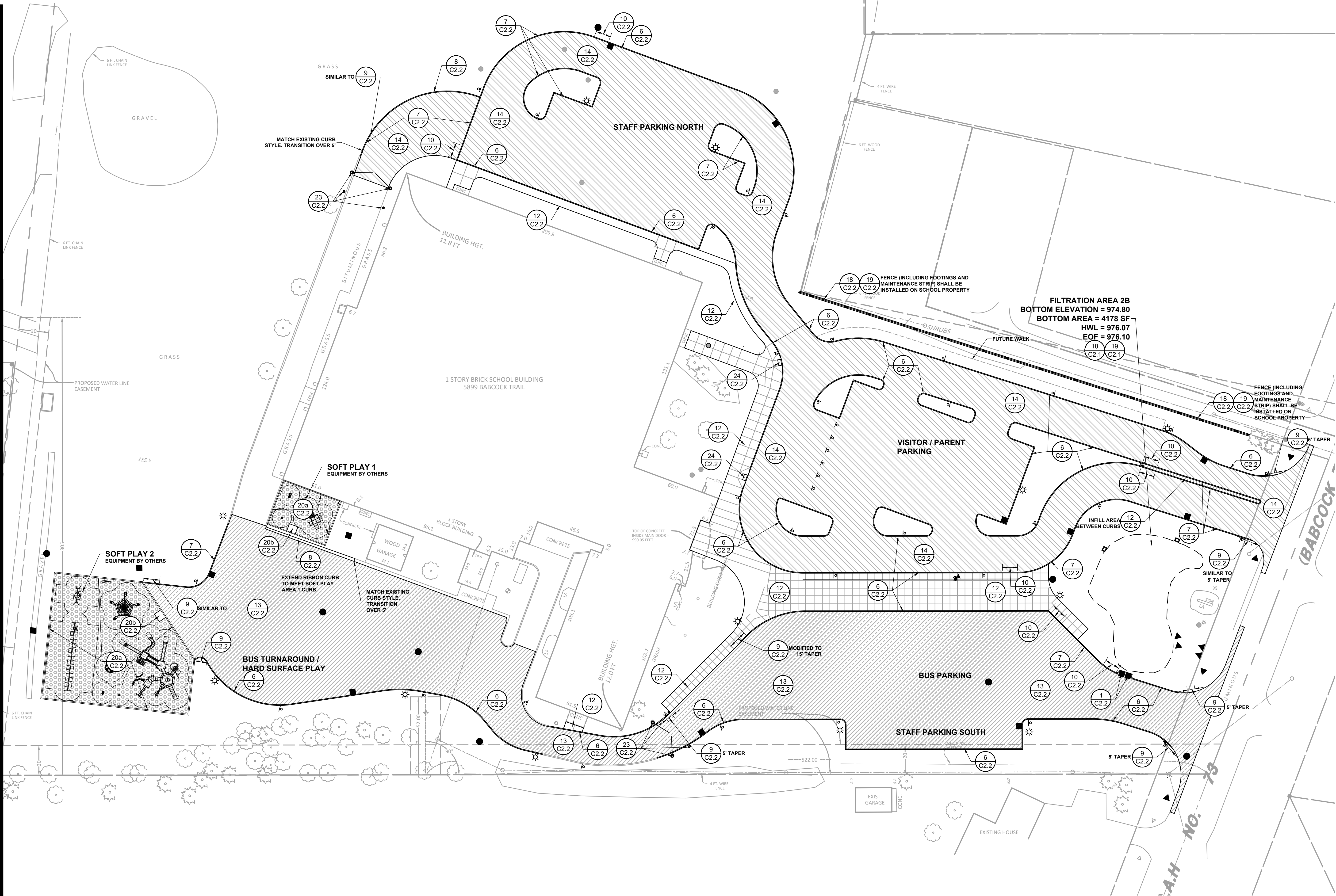
BOLTON
& MENK

7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN. 55427

REMOVALS PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.
DAVID A. REY
Reg. No. 40180 Date 04/25/2022

Project No.	041125502
Date	04/25/2022
Drawn By	DB
Checked By	DB
Revisions	



LEGEND

1 C2.2	REFERENCE KEY TO SITE DETAILS DETAIL ID NUMBER (TOP) DETAIL SHEET NUMBER (BOTTOM)
2 C2.2	PROPOSED CONCRETE WALK
3 C2.2	PROPOSED MEDIUM DUTY BITUMINOUS PAVEMENT
4 C2.2	PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT
5 C2.2	PROPOSED SOFT PLAY AREA
6 C2.2	PROPOSED COMPOSITE FENCING WITH MAINTENANCE STRIP
7 C2.2	PROPOSED TRAFFIC CONTROL SIGN
8 C2.2	PROPOSED MANHOLE (MH)
9 C2.2	PROPOSED CATCH BASIN (CB)
10 C2.2	PROPOSED SURGE BASIN (SB)
11 C2.2	PROPOSED FLARED END SECTION (FES)
12 C2.2	PROPOSED HYDRANT (HYD)
13 C2.2	PROPOSED GATE VALVE (GV)
14 C2.2	PROPOSED LIGHT POLE - REFER TO ELECTRICAL PLANS
15 C2.2	PROPERTY LINE

NOTES:

- REFER TO SHEET T1.0, TITLE PAGE, FOR GENERAL NOTES.
- CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
- ALL DISTURBED AREAS WHICH ARE NOT DESIGNATED TO BE PAVED SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SODDED OR SEED.
- WHERE NEW SOD MEETS EXISTING TURF, EXISTING TURF EDGE SHALL BE CUT TO ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. REMOVE TOPSOIL AT JOINT BETWEEN EXISTING AND NEW AS REQUIRED TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING.
- FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SOD OR RE-SEED ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.

SITE PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

DAVID A. REY
Reg. No. 40180 Date 04/25/2022



7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

ISD 198: INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN 55077

Sheet
C1.2

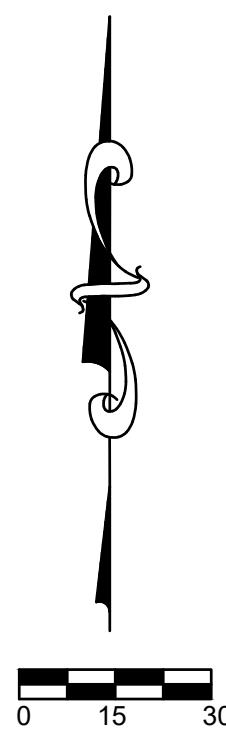
APPROVED:

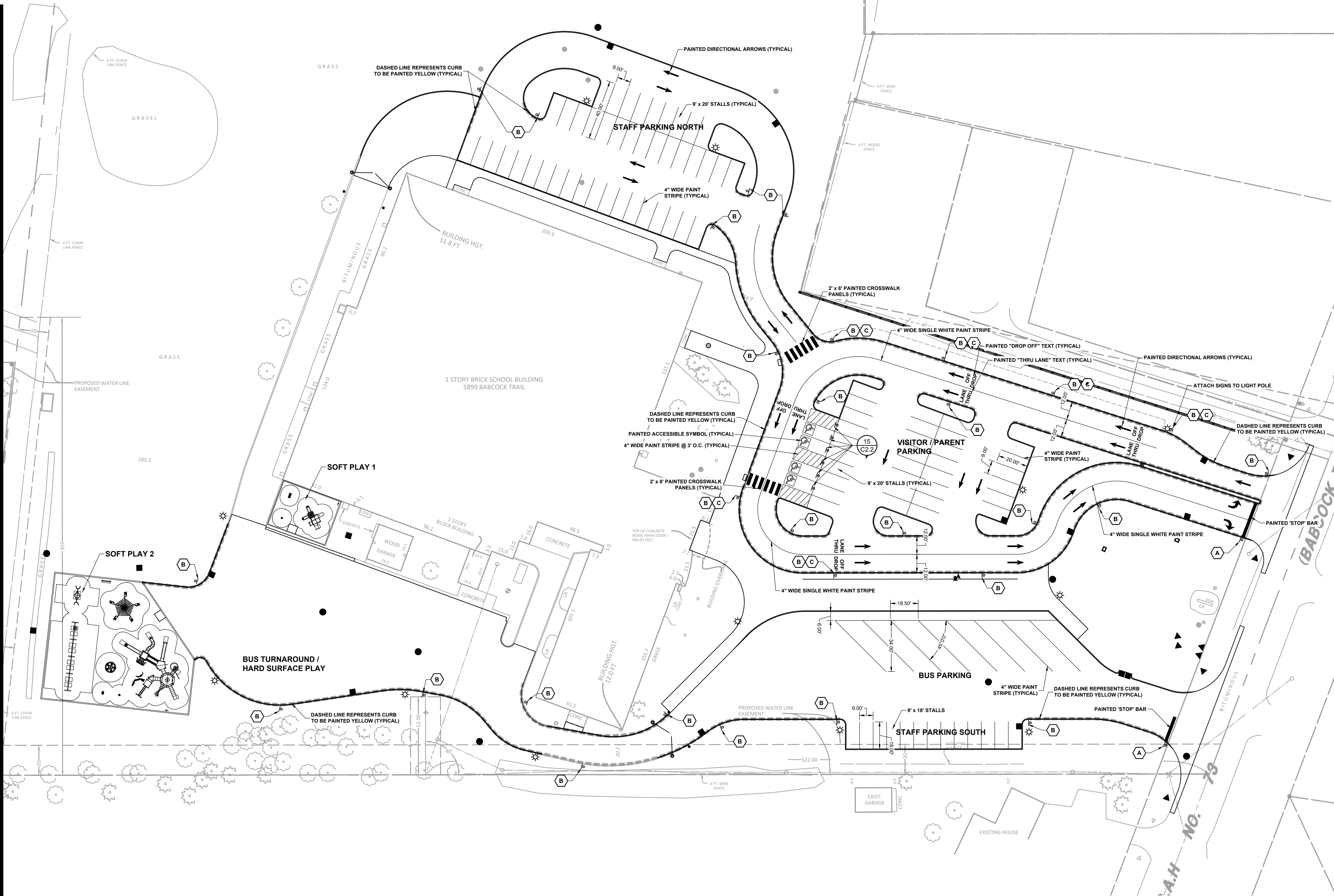
Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee





LEGEND	
	REFERENCE KEY TO SITE DETAILS DETAIL ID NUMBER (TOP) DETAIL SHEET NUMBER (BOTTOM)
	PROPOSED TRAFFIC CONTROL SIGN
	PAINTED ACCESSIBLE SYMBOL
	SIGNAGE KEY NOTE
	PROPOSED MANHOLE (MH)
	PROPOSED CATCH BASIN (CB)
	PROPOSED SURGE BASIN (SB)
	PROPOSED FLARED END SECTION (FES)
	PROPOSED HYDRANT (HYD)
	PROPOSED GATE VALVE (GV)
	PROPOSED LIGHT POLE - REFER TO ELECTRICAL PLANS
	PROPERTY LINE

SIGNAGE KEY NOTES

	MnMUTCD R1-1 (30"x30")
	SIMILAR TO MnMUTCD R7-1 (12"x18")
	SIMILAR TO MnMUTCD R3-8AA (36"x30")

NOTES:

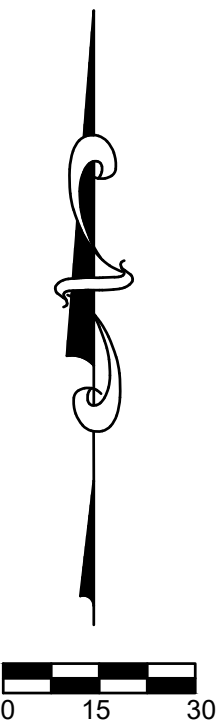
- REFER TO SHEET T1.0, TITLE PAGE, FOR GENERAL NOTES.
- CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
- SIGNAGE SHALL GENERALLY BE INSTALLED 18" BEHIND THE BACK OF CURBS.

APPROVED:

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022
Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee



SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

ISD 198: INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN, 55077



7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN, 55427

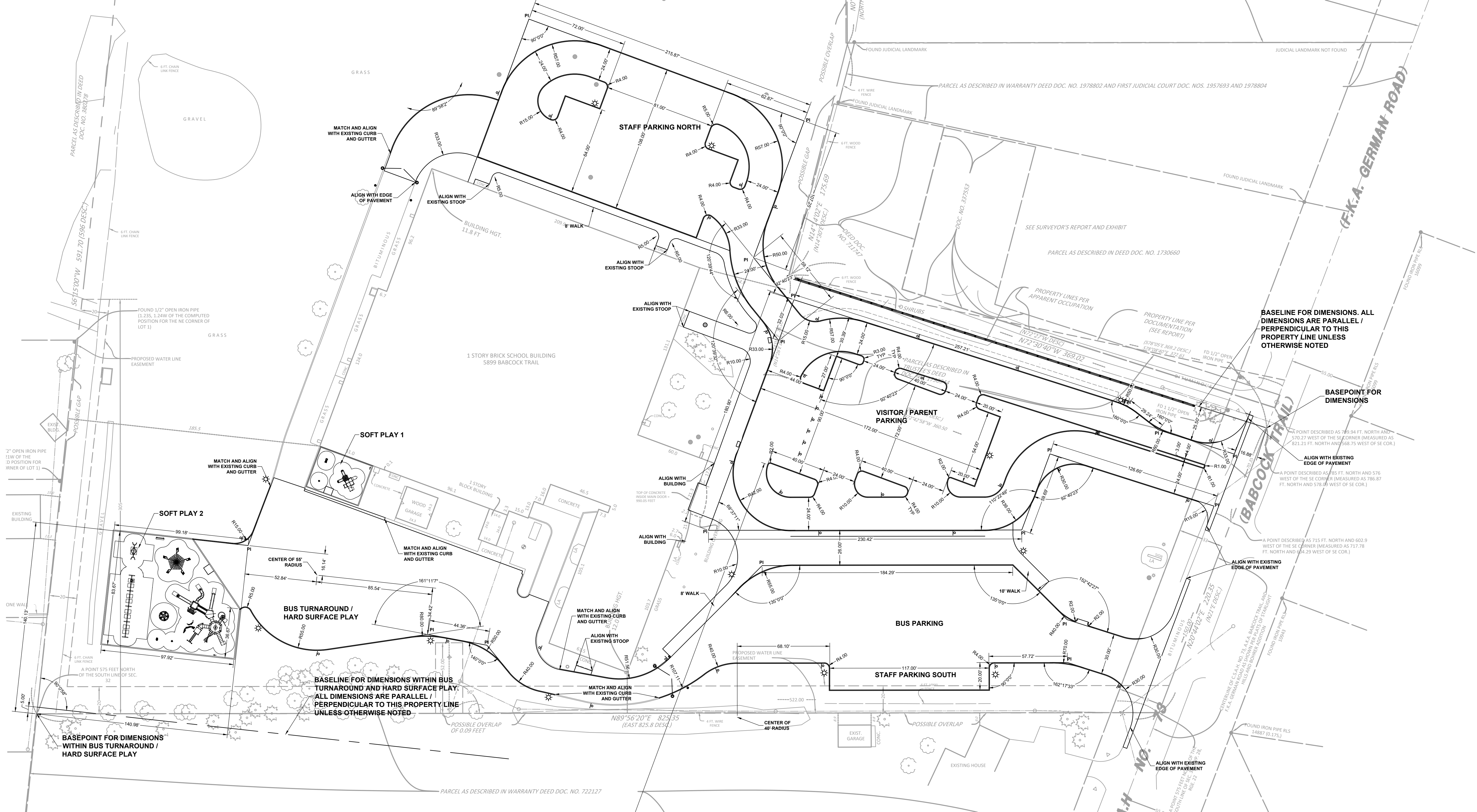
STRIPING AND SIGNAGE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

DAVID A. REY
Reg. No. 40180 Date 04/25/2022

Project No.	031125802
Date	04/25/2022
Drawn By	DBR
Checked By	DBR
Revisions	

Sheet
C1.2a



LEGEND

- PI POINT OF INTERSECTION
- PT POINT OF TANGENCY
- ★ PROPOSED LIGHT POLE - REFER TO ELECTRICAL PLANS
- PROPERTY LINE

NOTES:

- REFER TO SHEET T1.0, TITLE PAGE, FOR GENERAL NOTES.
- ALL APPLICABLE DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF FENCE, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
- CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
- SIGNAGE SHALL BE INSTALLED 18" BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.

APPROVED:

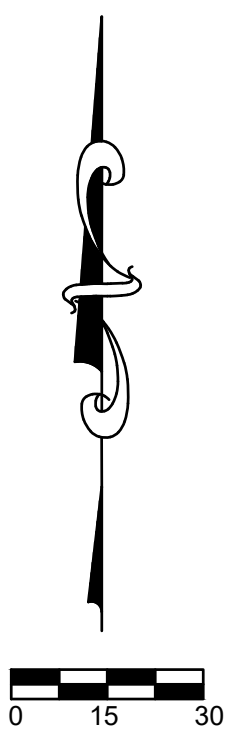
Brian D. Connolly

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee



SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

ISD 199: INVER GROVE HEIGHTS SCHOOLS

5899 Babcock Trail

Inver Grove Heights, MN, 55077



7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

GEOMETRIC PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

DAVID A. REY

Reg. No. 40180 Date 04/25/2022

Project No.	001125802
Date	04/25/2022
Drawn By	DB
Checked By	DB
Revisions	

Sheet
C1.2b

GRADING AND DRAINAGE PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
DAVID A. REY
Reg. No. 40180 Date 04/25/2022

BOLTON & MENK
7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS
1SD 199, INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN, 55077



NOTES

1. REFER TO SHEET T1.0, TITLE SHEET, FOR GENERAL NOTES.

BENCHMARKS (FIELD VERIFY BEFORE USING)

- 1) TOP OF TOP NUT OF FIRE HYDRANT ON THE SOUTH SIDE OF THE SCHOOL.
Elevation = 993.68
- 2) TOP OF TOP NUT OF FIRE HYDRANT ON THE NORTH SIDE OF THE SCHOOL PARKING LOT
APPROXIMATELY 170 FEET FROM THE CENTER LINE OF BABCOCK TRAIL.
Elevation = 985.50
- 3) TOP OF TOP NUT OF THE FIRST FIRE HYDRANT NORTH OF 59TH COURT EAST ON THE WEST
SIDE OF BABCOCK TRAIL.
Elevation = 973.96

APPROVED:


Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022
Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

LEGEND

- REFERENCE KEY TO SITE DETAILS
DETAIL ID NUMBER (TOP)
DETAIL SHEET NUMBER (BOTTOM)
- EXISTING CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
ME = MATCH EXISTING
EOF = EMERGENCY OVERFLOW
TC = TOP OF CURB
- PROPOSED GRADING LIMITS
- PROPOSED SAND SUBBASE AT FROST FOOTED STOOPS
- APPROXIMATE SOIL BORING LOCATION
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN (CB)
- PROPOSED SURGE BASIN (SB)
- PROPOSED FLARED END SECTION (FES)
- PROPOSED HYDRANT (HYD)
- PROPOSED GATE VALVE (GV)
- PROPOSED LIGHT POLE - REFER TO ELECTRICAL PLANS
- PROPERTY LINE



LEGEND

- REFERENCE KEY TO SITE DETAILS
DETAIL ID NUMBER (TOP)
DETAIL SHEET NUMBER (BOTTOM)
- EXISTING CONTOUR
PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
ME = MATCH EXISTING
EOF = EMERGENCY OVERFLOW
TC = TOP OF CURB
- PROPOSED GRADING LIMITS
- PROPOSED SANITARY SEWER
PROPOSED STORM SEWER
PROPOSED WATERMAIN
- PROPOSED DRAINTILE / FINGER DRAIN
- PROPOSED MANHOLE (MH)
PROPOSED CATCH BASIN (CB)
PROPOSED SURGE BASIN (SB)
PROPOSED FLARED END SECTION (FES)
PROPOSED UNDERGROUND STORAGE UNITS
PROPOSED HYDRANT (HYD)
PROPOSED GATE VALVE (GV)
- PROVIDE MINIMUM 18\"/>

NOTES

- REFER TO SHEET T1.0, TITLE PAGE, FOR GENERAL NOTES.
- ALL WATERMAIN PIPE SHALL BE DIP, CLASS 52. ALL WATERMAIN SHALL HAVE MINIMUM 8'-0\"/>
- ALL SANITARY SEWER PIPE SHALL BE PVC PIPE (ASTM D 3034, SDR 26), UNLESS OTHERWISE NOTED. SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2321.
- ALL STORM SEWER PIPE SHALL BE RCP, CLASS III (MIN.), WITH FLEXIBLE WATERTIGHT JOINTS IN ACCORDANCE WITH ASTM C-361 OR PVC PIPE (ASTM D3034, SDR 35) INSTALLED IN ACCORDANCE WITH ASTM D2321, UNLESS OTHERWISE NOTED.
- FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
 - IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
 - ACCEPTABLE MANUFACTURERS / PRODUCTS:
 - FERNCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
 - PRESS-SEAL, WATERSTOP GROUTING RINGS"
 - OR APPROVED EQUAL.
- WATERMAIN SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE OR OTHER POTENTIAL SOURCE FOR CONTAMINATION PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
- ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE OR OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
- LOCATE ALL EXISTING UTILITIES, VERIFY LOCATION, SIZE AND INVERT ELEVATION OF ALL EXISTING UTILITIES. VERIFY LOCATIONS, SIZES AND ELEVATIONS OF SAME BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL STAKE LIMITS OF WALKS AND CURBING PRIOR TO INSTALLATION OF GATE VALVES, CATCH BASINS AND MANHOLES. GATE VALVE AND MANHOLE LOCATIONS SHALL BE ADJUSTED TO AVOID PLACEMENT OF THESE STRUCTURES IN WALKS AND CURB AND GUTTER. CURB AND GUTTER SHALL BE STAKED TO ALLOW CURB INLET TYPE CATCH BASINS TO BE PROPERLY LOCATED IN LINE WITH CURBING.

APPROVED:

Brian D. Connolly

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

Project No.	011125802
Date	07/12/2022
Drawn By	DAK
Checked By	DAK
Revisions	

UTILITY PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

DAVID A. REY
Reg. No. 40180 Date 07/12/2022



7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

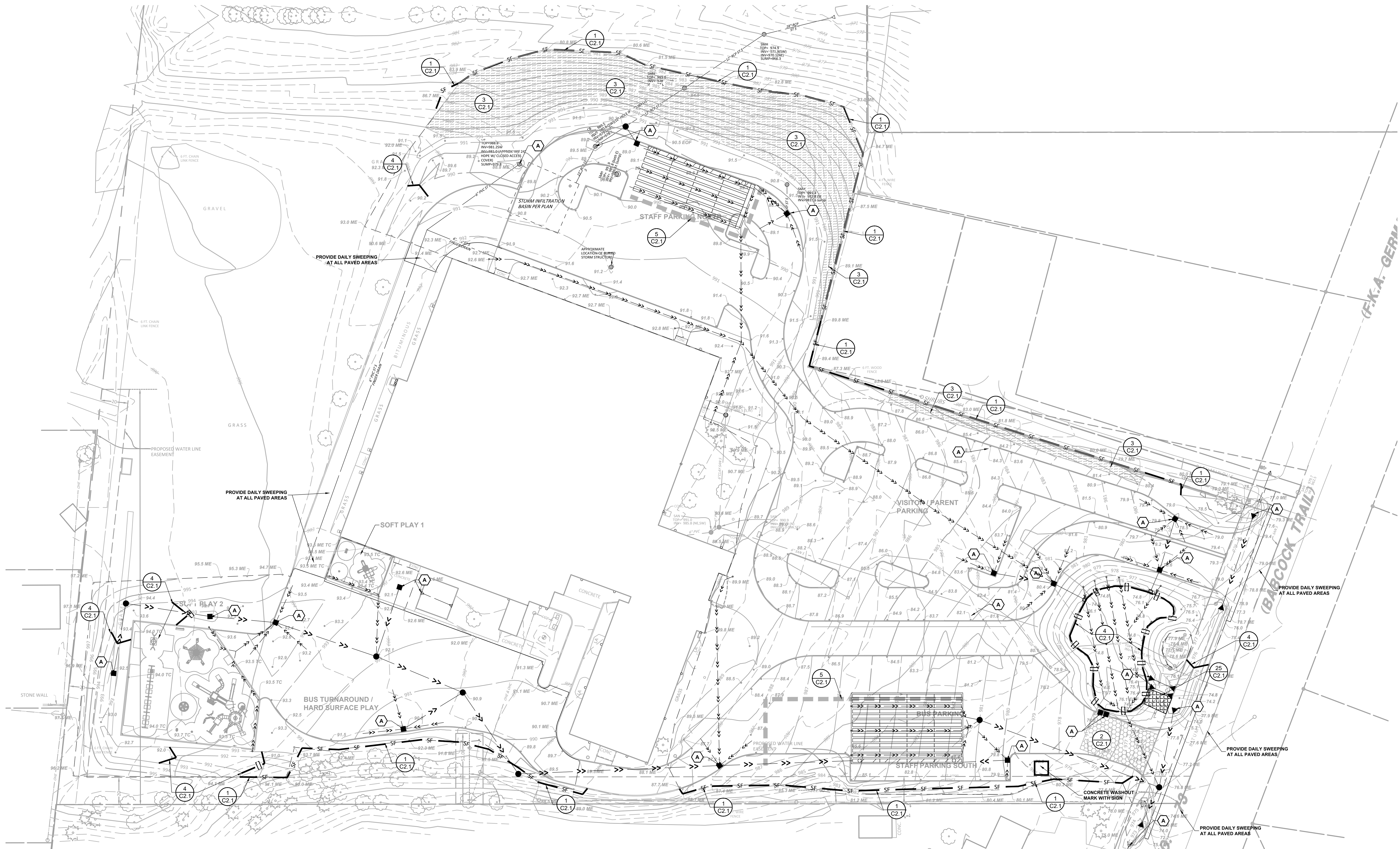
SALEM HILLS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

1SD 199, INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN 55077

Sheet

C1.4

0 15 30



APPROVED:

Brian D. Connolly

11/04/2022

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

LEGEND

- 1 C2.1 REFERENCE KEY TO SITE DETAILS
DETAIL ID NUMBER (TOP)
DETAIL SHEET NUMBER (BOTTOM)
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
ME = MATCH EXISTING
EOF = EMERGENCY OVERTFLOW
- PROPOSED GRADING LIMITS
- PROPOSED STORM SEWER
- PROPOSED MANHOLE (MH)
- PROPOSED CATCH BASIN (CB)
- PROPOSED SURGE BASIN (SB)
- PROPOSED FLARED END SECTION (FES)
- PROPOSED UNDERGROUND STORAGE UNITS
- PROPOSED SILT FENCE
- PROPOSED SEDIMENT CONTROL LOG
- PROPOSED ROCK CONSTRUCTION ENTRANCE
- PROPOSED EROSION CONTROL BLANKET
- PROPOSED TEMPORARY DIVERSION BERM
- INLET PROTECTION DEVICE AT STORM SEWER INLET
- PROPERTY LINE

NOTES

- REFER TO SHEET C1.0, TITLE PAGE, FOR GENERAL NOTES.
- REFER TO SWPPP NARRATIVE (SECTION 01 89 13) FOR CONSTRUCTION SEQUENCING AND EROSION CONTROL REQUIREMENTS.
- MAINTAIN ADJACENT PROPERTY AND PUBLIC STREETS CLEAN FROM CONSTRUCTION CAUSED DIRT AND DEBRIS ON A DAILY BASIS. PROTECT DRAINAGE SYSTEMS FROM SEDIMENTATION AS A RESULT OF CONSTRUCTION RELATED DIRT AND DEBRIS.
- MAINTAIN DUST CONTROL DURING GRADING OPERATIONS.
- ALL EROSION CONTROL METHODS SHALL COMPLY WITH MPCA AND OTHER LOCAL REGULATIONS.
- IF EROSION AND SEDIMENT CONTROL MEASURES TAKEN ARE NOT ADEQUATE AND RESULT IN DOWNSTREAM SEDIMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING OUT DOWNSTREAM STORM SEWERS AS NECESSARY, INCLUDING ASSOCIATED RESTORATION.
- INLET PROTECTION DEVICE AT STORM SEWER INLETS. AT THE INLETS TO ALL STORM SEWER STRUCTURES, PROVIDE A PRODUCT FROM THE FOLLOWING LIST, APPROVED PRODUCTS:
 - ROAD DRAIN "TOP SLAB", MANUFACTURED BY WIMCO
 - ROAD DRAIN "CURB & GUTTER", MANUFACTURED BY WIMCO
 - INFRASAFE "SEDIMENT CONTROL BARRIER", MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS, INC.
 - INFRASAFE "DEBRIS COLLECTION DEVICE", MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS, INC.
 - INFRASAFE "CULVERT INLET PROTECTOR", MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS, INC.
 - DANDY SACK, MANUFACTURED BY DANDY PRODUCTS, INC.
 - DANDY CURB SACK, MANUFACTURED BY DANDY PRODUCTS, INC.
 - OR APPROVED EQUAL.
- PRIOR TO CONSTRUCTION, DELINEATE TURF AND VEGETATED AREAS NOT TO BE DISTURBED WITH ORANGE SNOW FENCE. NO CONSTRUCTION TRAFFIC, EQUIPMENT OR MATERIALS SHALL BE PERMITTED TO UTILIZE, ACCESS, OR OTHERWISE ENTER THE AREAS DESIGNATED NOT TO BE DISTURBED. MINIMIZE SOIL COMPACTION AND DISRUPTION OF TOPSOIL. IN AREAS OUTSIDE THE CONSTRUCTION LIMITS TO COMPLY WITH MN CONSTRUCTION STORMWATER GENERAL PERMIT.

Project No.	041125802
Date	04/26/2022
Drawn By	DB
Checked By	DB
Revisions	

EROSION AND SEDIMENT CONTROL PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Reg. No. 40180 Date 04/25/2022

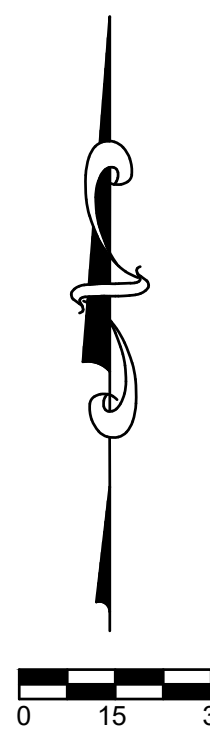


7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

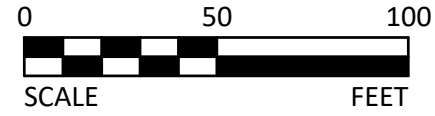
SALEM HILLS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

ISD 199: INVER GROVE HEIGHTS SCHOOLS
5809 Babcock Trail
Inver Grove Heights, MN 55077

Sheet
C1.5







LEGEND

- PROJECT BOUNDARY
- SOIL TYPE
- SPECIAL OR PROTECTED WATERS
- NATIONAL WETLANDS INVENTORY
- DWSMA, HIGH VULNERABILITY
- STEEP SLOPES (>33.3%)
- RECEIVING WATERS

SOIL TYPE SUMMARY			
Map Unit Symbol	Soil Name	Hyd. Soil Group	Erodibility
1902B	Jewett silt loam, 1 to 6 percent slopes	C	NHEL
342C	Kingsley sandy loam, 8 to 15 percent slopoees	C	HEL
342E	Kingsley sandy loam, 15 to 25 percent slopes	C	HEL
49B	Antigo silt loam, 1 to 8 percent slopes	B	PHEL

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

APPROVED:



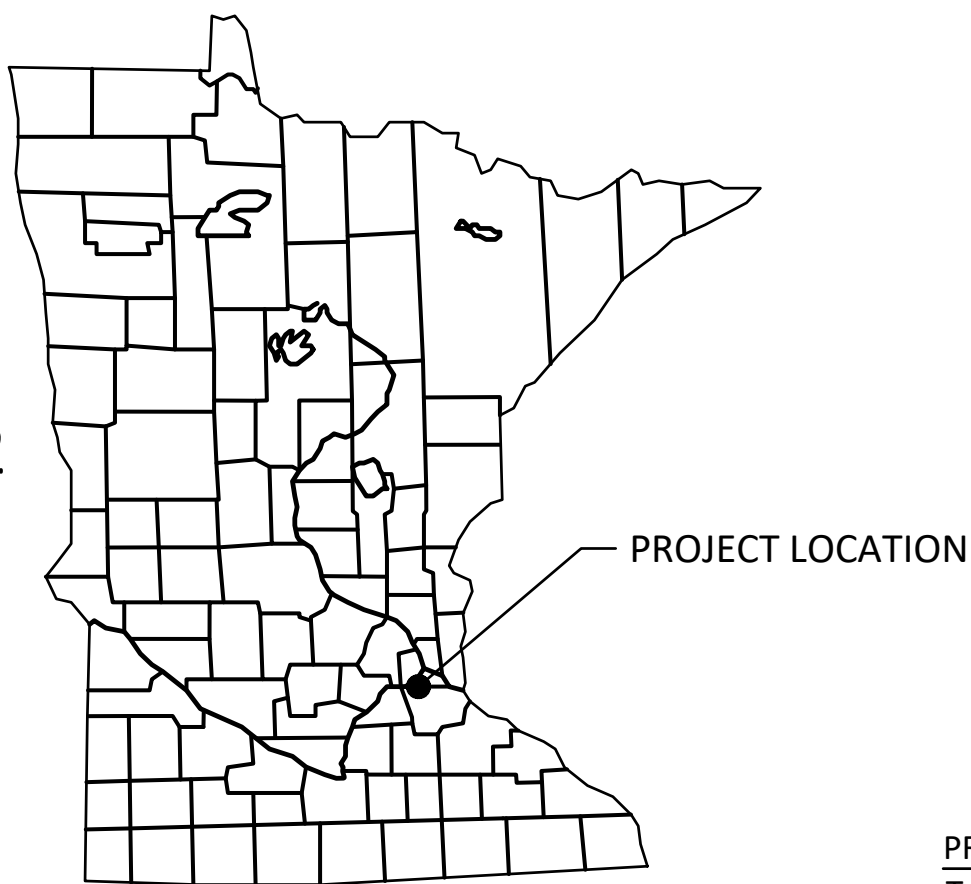
11/04/2022

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

STORMWATER
POLLUTION PREVENTION
PLAN (SWPPP)
SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT RECONFIGURATION -2022
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA



RESPONSIBLE PARTIES:
The Contractor and Owner will be joint applicants under the MPCA's General Stormwater Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program.

The Contractor shall provide one or more trained Construction SWPPP Manager(s) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs that will oversee the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs.

A Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	Inver Grove Heights Schools	Kevin McNamara	651-306-7829
SWPPP DESIGNER:	Bolton & Menk, Inc.	Lanol Leichty	952-890-0509
CONTRACTOR:	TBD	TBD	TBD
CONSTRUCTION SWPPP MANAGER:	TBD	TBD	TBD
PARTY RESPONSIBLE FOR LONG TERM O&M:	Inver Grove Heights Schools	Kevin McNamara	651-306-7829

The SWPPP Designer, Construction SWPPP Manager, and BMP Installer must have appropriate training. Documentation showing training commensurate with the job duties and responsibilities is required to be included in the SWPPP prior to any work beginning on the site. Training documentation for the SWPPP Designer is included on the Narrative sheet. The Contractor shall attach training documentation to this SWPPP for the Construction SWPPP Manager and BMP Installer prior to the start of construction. This information shall be kept up to date until the project NOT is filed.

ADDITIONAL COMPENSATION
Payment for all work associated with Erosion and Sediment Control shall be as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any work required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Agency (MPCA) - General Stormwater Permit for Construction Activity (MN R100001) including but not limited to inspection, maintenance, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

DOCUMENT RETENTION
Permittees must make the SWPPP, including all inspection reports, maintenance records, training records and other information required by this permit, available to federal, state, and local officials within three (3) days upon request for the duration of the permit and for three (3) years following the NOT.

GENERAL STORMWATER DISCHARGE REQUIREMENTS
All requirements listed in Section 5.1 of the Permit for the design of the permanent stormwater management system and discharge have been included in the preparation of this SWPPP. These include but are not limited to:
1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion at outlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

Permanent stormwater treatment systems for this project have been designed in accordance with the guidance in the MN Stormwater Manual in place at the time of bidding. Copies of the design information and calculations are part of this SWPPP and will be provided in digital format upon written request to the Engineer.

LEGEND

1-MILE BOUNDARY

PROJECT BOUNDARY

OR

IMPAIRED WATERS

OR

SPECIAL OR PROTECTED WATERS

NATIONAL WETLANDS INVENTORY

RECEIVING WATERS

PROJECT AREAS:
Total Project Size (disturbed area) = 4.5 ACRES
Existing area of impervious surface = 3.4 ACRES
Post construction area of impervious surface = 4.3 ACRES
Total new impervious surface area created = 0.9 ACRES

Planned Construction Start Date: 06/06/2022
Estimated Construction Completion Date: 08/31/2022

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new impervious surface is created:

x	Wet Sedimentation Basin
	Infiltration/Filtration
	Regional Pond
	Permanent Stormwater Management Not Required

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
DAKOTA	28	22	32	44.8637°	-93.0687°

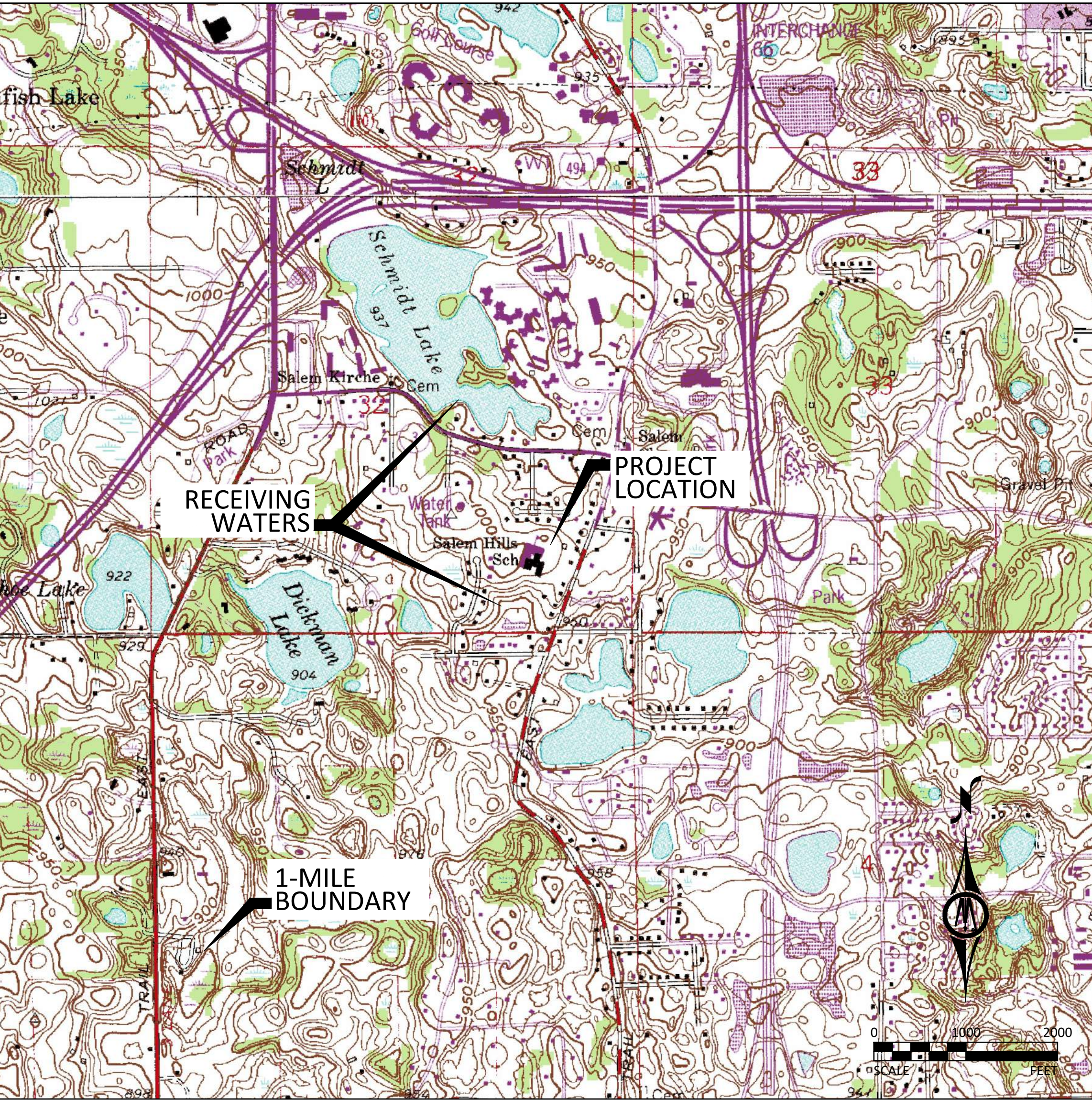
BMP SUMMARY	QUANTITY	UNIT
SILT FENCE	1431	LF
SEDIMENT CONTROL LOG	413	LF
ROCK CONSTRUCTION ENTRANCE	28	CY

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Site grading, paving, sanitary sewer and water main extensions, temporary erosion and sediment control, and permanent stabilization. The purpose of the project is to separate the school parking lot and bus lot to improve the efficiency of student drop off and pick up.

Stormwater runoff from the school's parking lot currently drains east and is collected into the storm sewer system on Babcock Trail. Runoff from the playground drains north into an existing swale that discharges onto Babcock Trail.

After construction is complete stormwater will follow the same drainage pattern described above.

This project includes the following stormwater management BMPs: Infiltration feature



RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stormwater ponds, within 1-mile of the project boundary are identified on the USGS 7.5 min quad map above. Receiving waters that are impaired, the impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in the permit for special, prohibited, restricted, or impaired have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for construction related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Special, Prohibited, Restricted Water ¹	Flows to Impaired Water Within 1-Mile ²	USEPA Approved Construction Related TMDL ³
Schmitt Lake	Lake	No	No	No
Unnamed Wetland	Wetland	No	No	No

¹ Special, prohibited, and restricted waters are listed in Section 23 of the MN Construction Stormwater General Permit (MNR100001).
² Identified as impaired under section 303 (d) of the federal Clean Water Act for phosphorus, turbidity, TSS, dissolved oxygen, and/or aquatic biota.
³ Construction Related TMDLs include those related to: phosphorus, turbidity, TSS, dissolved oxygen, and/or aquatic biota.

IMPLEMENTATION SCHEDULE AND PHASING: The Contractor is required to provide an updated schedule and site management plan meeting the minimum requirements of Section 1717 of the Minnesota Standard Specifications for Construction.

- 1) Submit SWPPP Updates to Engineer. Submittal shall include any requested changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Concrete Washout, Sanitation Facilities, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceptance of the SWPPP as designed with no changes.
- 2) Install perimeter sediment control, inlet protection, and construction exit.
- 3) Pavement, tree, and fence removal
- 4) Grade site
- 5) Install utility improvements
- 6) Install curb& gutter
- 7) Pave parking lots
- 8) Add additional temporary BMPs as necessary during construction based on inspection reports.
- 9) Ensure final stabilization measures are complete.
- 10) Provide digital copy of all Field SWPPP Documentation including Inspection Reports and SWPPP Revisions to the Owner.
- 11) Submit Notice of Termination (NOT) to MPCA. NOTE: The NOT must be submitted to MPCA before Final Stabilization is considered complete.

APPROVED:


Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

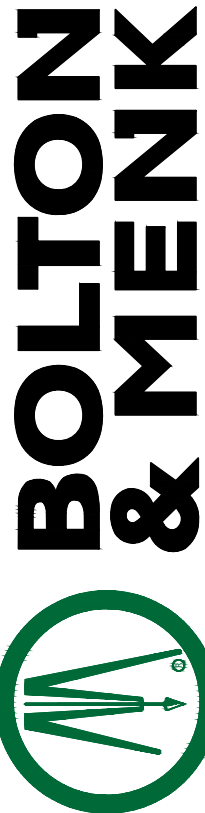
11/04/2022
Date

No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

Project No.	041125802
Date	04/25/2022
Drawn By	BJD
Ck. By	DAR
Revisions	

SWPPP: PROJECT INFORMATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.
DAVID A. REY
Reg. No. 40180 Date 04/25/2022



7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN. 55427

SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

ISO 198 INVER GROVE HEIGHTS SCHOOLS
5889 Babcock Trail
Inver Grove Heights, MN. 55077

Sheet

C1.7

of XX

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I (Permit) as they apply to this project. All provisions of the Permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the Permit is available at: <https://www.pca.state.mn.us/sites/default/files/wq-strm2-80a.pdf>

SWPPP AMENDMENTS AND SUBMITTALS

- Contractor must prepare and submit to the Engineer a SWPPP amendment as necessary to include additional Best Management Practices (BMPs) to correct problems identified or address the following situations.
- Contact information and training documentation for Construction SWPPP Manager and BMP Installer,
 - There is a change in construction method of phasing, operation, maintenance, weather or seasonal conditions not anticipated during the design of the SWPPP including but not limited to:
 - Types and/or Locations of BMPs
 - Material Storage and Spill Response
 - Fueling Plans
 - Locations for Stockpiles, Concrete Washout, and Sanitation Facilities and
 - Project Phasing
 - It is determined that the SWPPP is not achieving objectives of minimizing pollutants in stormwater discharges associated with construction activity, or
 - The SWPPP is not consistent with the terms and conditions of the permit.

The Contractor may implement SWPPP amendments immediately and is not required to wait for Engineer review of the submittal. The responsibility for completeness of SWPPP amendments and compliance with the Permit lies with the Contractor. Review, comment, or lack of comment by the Engineer on a SWPPP amendment shall not absolve the responsibilities of the Contractor in any way.

If a change order is issued for a design change the SWPPP amendment will be prepared by the Engineer and included in the change order.

In addition to SWPPP amendments, the Contractor shall submit to the Engineer Weekly Erosion and Sediment Control Schedule meeting the requirements of MnDOT 1717.

The Contractor shall keep copies of all SWPPP amendments, Weekly Erosion and Sediment Control Schedules, inspection logs, and maintenance logs with the field copy of the SWPPP. A PDF copy of these documents will be provided along with a copy of the final Field Copy of the SWPPP to the Engineer along with the signed Notice of Termination when final stabilization is complete.

EROSION PREVENTION PRACTICES

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of the wetted perimeter of a temporary or permanent drainage ditch or swale section with a continuous slope of greater than 2 percent.

Energy dissipation shall be installed at all temporary or permanent pipe outlets within 24 hours of connection to a surface water or permanent stormwater treatment system.

The Contractor shall phase construction and use construction methods to the extent practical to minimize exposed soils. The project phasing shall be documented in the Weekly Erosion and Sediment Control Schedule.

SEDIMENT CONTROL PRACTICES

Down gradient BMPs including perimeter BMPs must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All BMPs that have been adjusted or removed to accommodate short-term activities shall be re-installed or replaced the earlier of the end of the work day or before the next precipitation event even if the activity is not complete.

Inlet BMPs may be removed for specific safety concerns. The BMPs shall be replaced as soon as the safety concern is resolved. The removal shall be documented in the SWPPP as a SWPPP amendment.

Temporary stockpiles must have sediment control BMPs. The Contractor shall prepare and submit to the Engineer a SWPPP amendment showing the location of temporary stockpiles and the BMPs for each stockpile. The SWPPP amendment must meet the minimum requirements of Section 9 of the Permit.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

The use of polymers, flocculants, or other sedimentation treatment chemicals are not proposed as part of this SWPPP as designed by the Engineer. If methods or phasing of construction require the use of any of these chemicals, the Contractor shall prepare and submit to the Engineer a SWPPP amendment that meets the minimum requirements of Section 9 of the Permit.

TEMPORARY SEDIMENTATION BASINS

A temporary sedimentation basin has not been included in this SWPPP as designed by the Engineer. If a basin is later determined to be desirable or necessary the Contractor shall prepare and submit to the Engineer a SWPPP amendment. Temporary sedimentation basins shall meet or exceed the minimum requirements of Section 14 of the Permit and shall include a basin draining plan meeting or exceeding the minimum requirements of Section 10 of the Permit. Where the site discharges to Special and/or Impaired Waters the SWPPP amendment shall also meet or exceed the minimum requirements of Section 23 of the permit.

DEWATERING

A dewatering plan has not been included in this SWPPP as designed by the Engineer. If dewatering is required for this project, the Contractor shall prepare and submit to the Engineer a SWPPP amendment. All dewatering shall meet or exceed the minimum requirements of Section 10 of the Permit.

POLLUTION PREVENTION

Products and materials that have the potential to leach pollutants that are stored on the site must be stored in a manner designed to minimize contact with stormwater. Materials that are not a source of potential contamination to stormwater or that are designed for exposure to stormwater are not required to be covered.

Hazardous materials including but not limited to pesticides, fertilizer, petroleum products, curing compounds and toxic waste must be properly stored and protected from stormwater exposure as recommended by the manufacturer in an access restricted area.

Solid waste must be stored, collected and disposed of in compliance with Minnesota Administrative Rules Chapter 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. No engine degreasing is allowed on site. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

The Contractor shall prepare and submit a SWPPP amendment detailing the location and BMPs proposed for storage of materials, solid waste, portable toilets, and exterior vehicle or equipment washing on the site. The SWPPP amendment shall include a spill prevention and response plan that is appropriate for the materials proposed to be on the site. The SWPPP amendment shall meet or exceed the minimum requirements of Section 12 of the Permit.

INSPECTION & MAINTENANCE

A trained person shall routinely inspect the entire construction site at the time interval indicated on this sheet of the SWPPP during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted at the time interval indicated in the Receiving Waters Table found on the SITE PLAN AND INFORMATION SHEET of the SWPPP.

All inspections and maintenance conducted during construction must be recorded on the day it is completed and must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.

The Contractor may request a change in inspection schedule for the following conditions:

- Inspections of areas with permanent cover to be reduced to once per month,
- Inspections of areas that have permanent cover and have had no construction activity for 12 months to be suspended until construction resumes,
- Inspections of areas where construction is suspended due to frozen ground conditions, inspections to be suspended until the earlier of within 24 hours of runoff occurring, or upon resuming construction.

No change in inspection schedule shall occur until authorized by the Engineer.

Inspections must include:

- All erosion prevention and sediment control BMPs and Pollution Prevention Management Measures to ensure integrity and effectiveness.
- Surface waters, including drainage ditches and conveyance systems for evidence of erosion and sediment deposition.
- Construction site vehicle exit locations, streets and curb and gutter systems within and adjacent to the project for sedimentation from erosion or tracked sediment from vehicles.
- Infiltration areas to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

All non-functioning BMPs and those BMPs where sediment reaches one-half (1/2) of the depth of the BMP, or in the case of sediment basins one-half (1/2) of the storage volume, must be repaired, replaced, or supplemented by the end of the next business day after discovery, or as soon as field conditions allow.

Permittees must repair, replace or supplement all nonfunctional BMPs with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow.

Any sediment that escapes the site must be removed and the area stabilized within 7 calendar days of discovery unless precluded by legal, regulatory, or physical access in which case the work shall be completed within 7 calendar days of authorization. Paved surfaces such as streets shall have any escaped or tracked sediment removed by the end of the day that it is discovered. Sediment release, other than paved surfaces that can be cleaned up with street sweeping shall be reported immediately upon discovery to the Engineer.

PUBLIC WATER RESTRICTIONS:

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period. MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.

FINAL STABILIZATION

Final Stabilization is not complete until all the following requirements have been met:

- Substantial Completion has been reached and no ground disturbing activities are anticipated.
- Permanent cover has been installed with an established minimum uniform perennial vegetation density of 70 percent of its expected final growth. Vegetation is not required in areas where no vegetation is proposed by this project such as impervious surfaces or the base of a sand filter.

- Accumulated sediment has been removed from all permanent stormwater treatment systems as necessary to ensure the system is operating as designed.
- All sediment has been removed from conveyance systems
- All temporary synthetic erosion prevention and sediment control BMPs have been removed. BMPs designated on the SWPPP to remain to decompose on-site may remain.
- For residential construction only, permit coverage terminates on individual lots if the structures are finished and temporary erosion prevention and downgradient perimeter control is complete, the residence sells to the homeowner, and the permittee distributes the MPCA's "Homeowner Fact Sheet" to the homeowner.
- For agricultural land only (e.g., pipelines across cropland), the disturbed land must be returned to its preconstruction agricultural use prior to submitting the NOT.

SITE STABILIZATION COMPLETION:

Stabilization of exposed soils shall begin immediately and shall be completed after the construction activity has temporarily or permanently ceased no later than:	14 calendar days
--	------------------

SITE INSPECTION INTERVAL:

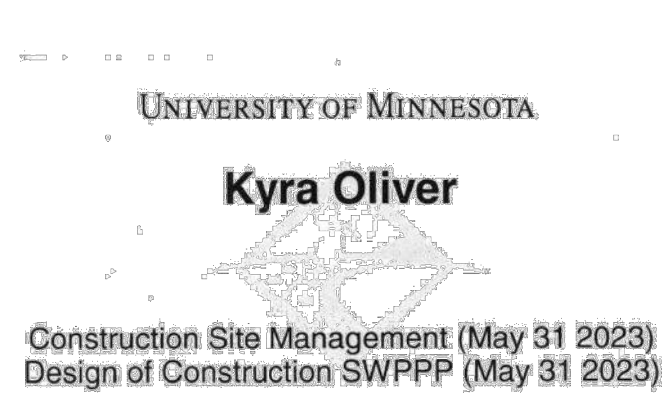
A trained person shall routinely inspect the entire construction site during active construction at an interval of no more than:	7 calendar days
--	-----------------

SPECIAL ENVIRONMENTAL CONSIDERATIONS AND PERMITS:

1)	Was an environmental review required for this project or any part of a common plan of development or sale that includes all or any portion of this project?	NO
2)	Does any portion of the site have the potential to affect threatened or endangered species or their critical habitat?	NO
3)	Does any portion of this site discharge to a Calcareous fen.	NO
4)	Will any portion of the site potentially affect properties listed on the National Register of Historic Places or a known or discovered archeological site?	NO
5)	Have any Karst features have been identified in the project vicinity?	NO
6)	Is compliance with temporary or permanent stormwater management design requirements infeasible for this project?	NO
7)	Has the MN DNR promulgated "work in water restrictions" for any Public Water this site discharges to during fish spawning?	NO

TYPE OF PERMIT	PERMITTING AGENCY	PERMIT STATUS AND CONDITIONS
Construction Stormwater NPDES	MPCA	In Progress

SWPPP DESIGNER TRAINING DOCUMENTATION:



APPROVED:

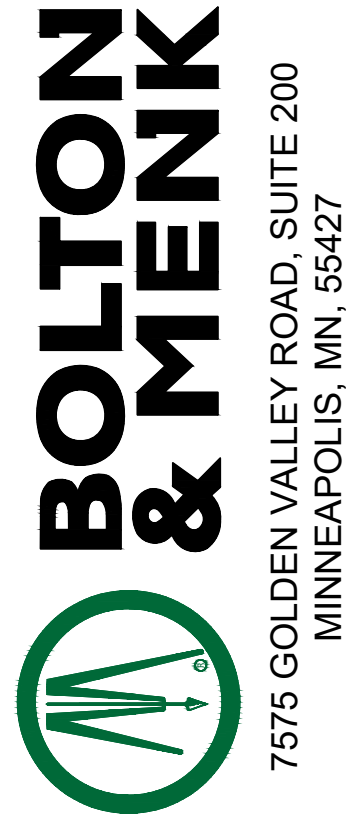

Brian D. Connolly, PE
Public Works Director, Inver Grove Heights

11/04/2022
Date

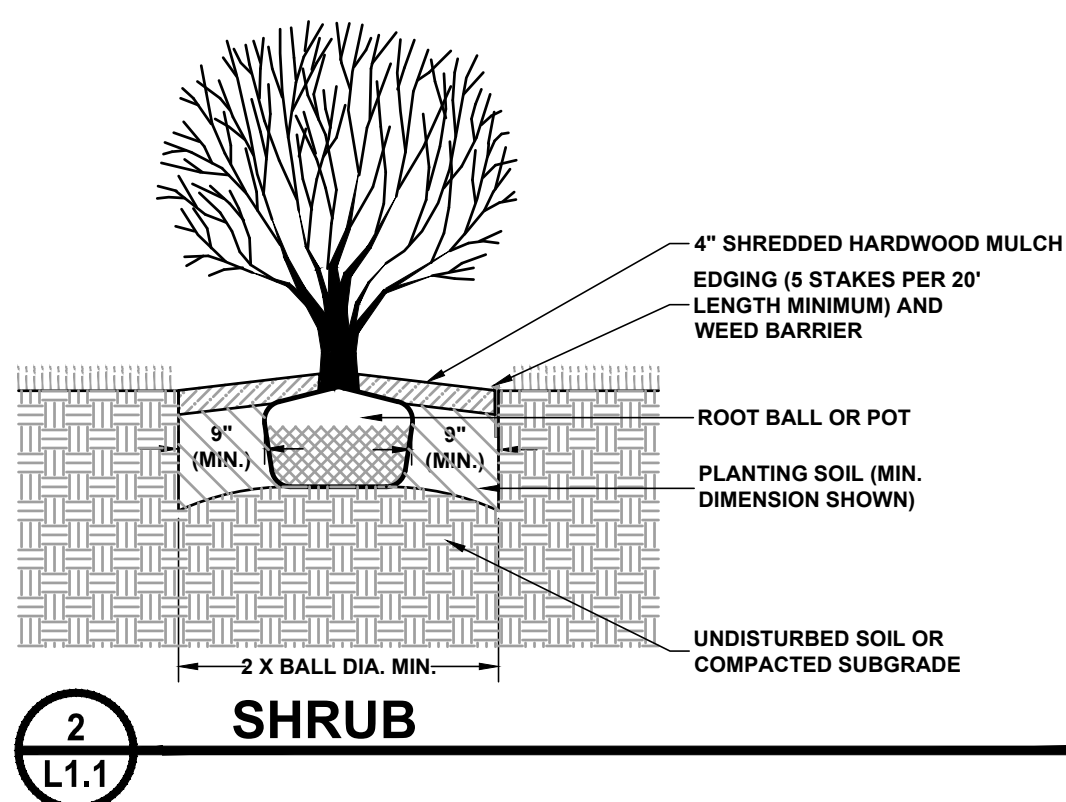
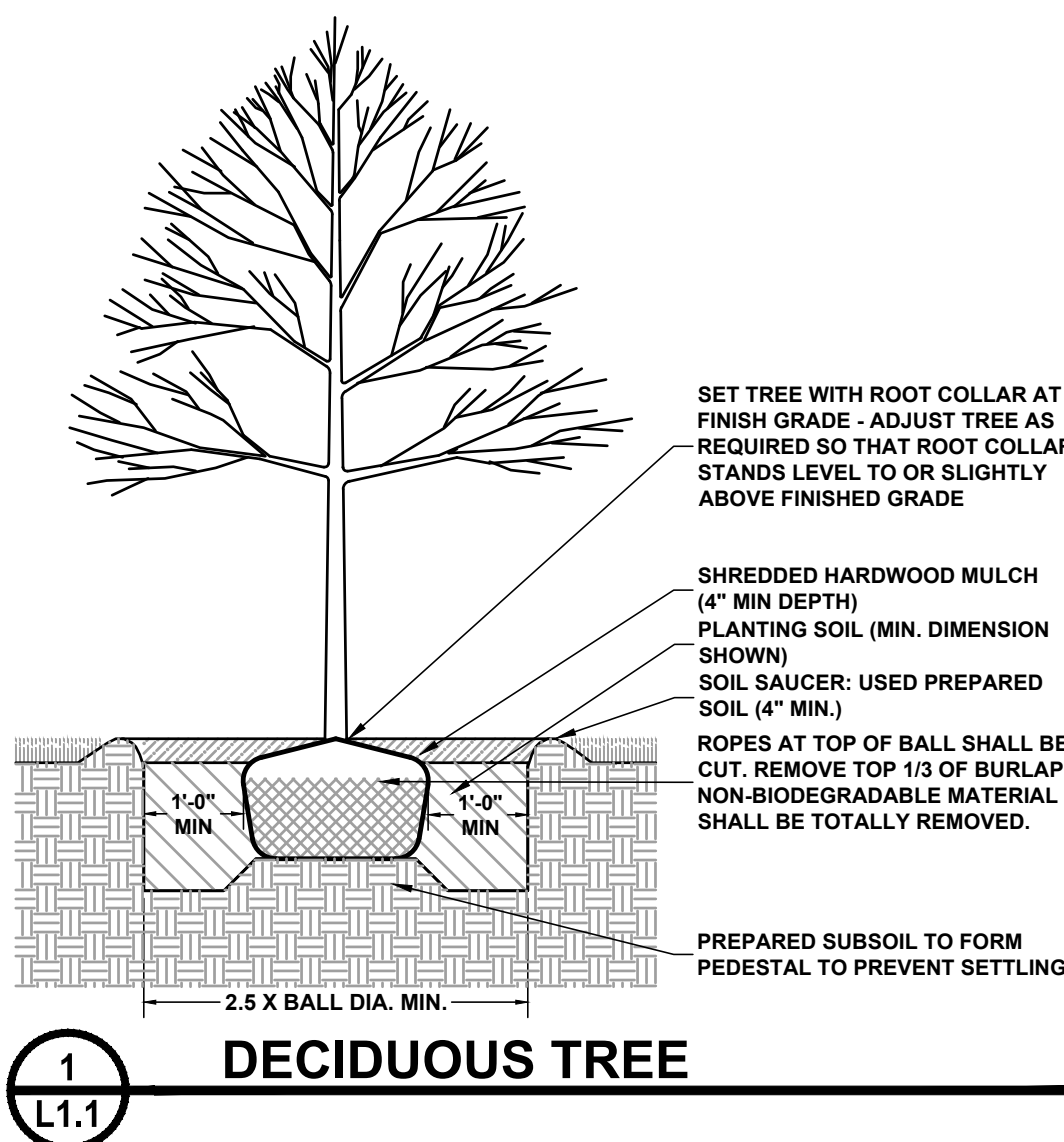
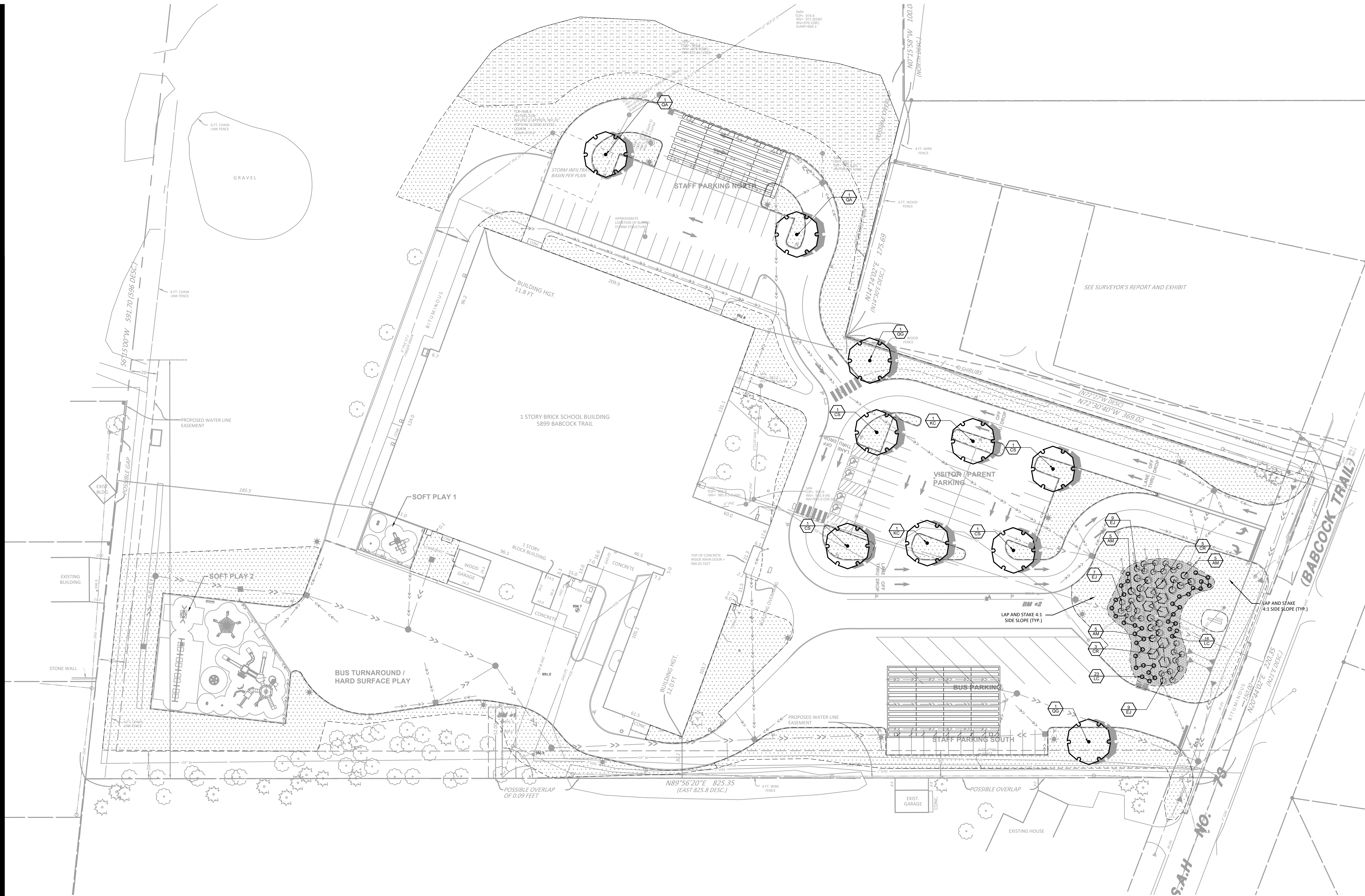
No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee

SWPPP- NARRATIVE

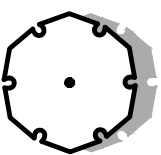
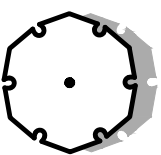
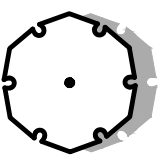
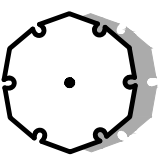
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
DAVID A. REY
Reg. No. 40180 Date 04/25/2022



SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS
ISD 198- INVER GROVE HEIGHTS SCHOOLS
5889 Babcock Trail
Inver Grove Heights, MN. 55077



PLANT SCHEDULE

DECIDUOUS TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	QG	QUERCUS X MACDANIELII 'CLEMONS' TM	Heritage Oak	3" CAL.	B&B	2
	CS	NORTHERN CATALPA	Catalpa speciosa	3" CAL.	B&B	4
	QA	WHITE OAK	Quercus Alba	3" CAL.	B&B	2
	KC	KENTUCKY COFFEETREE	Gymnocladus dioica	3" CAL.	B&B	2

PLANT SCHEDULE

SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	AM	Aronia melanocarpa / Chokeberry	#5	15
	CR	Cornus sericea / Red Twig Dogwood	#5	8
PERENNIALS / ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	EJ	Eupatorium maculatum / Joe Pye Weed	#1	25
	LC	Lobelia cardinalis / Cardinal Flower	4"	39

LEGEND

	REFERENCE KEY TO SITE DETAILS DETAIL ID NUMBER (TOP) DETAIL SHEET NUMBER (BOTTOM)
	PROPOSED DECIDUOUS TREE (1/1.1)
	PROPOSED SHRUBS (2/1.1)
	APPROXIMATE SOD LIMITS
	PROPOSED SEED MIX #1
	PROPERTY LINE

NOTES:

- REFER TO SHEET C1.3, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
- REFER TO SWPPP NARRATIVE FOR CONSTRUCTION SEQUENCING AND EROSION CONTROL REQUIREMENTS.
- LANDSCAPE ARCHITECT MUST INSPECT AND APPROVE FINISH GRADING BEFORE CONTRACTOR PROCEEDS WITH SODDING OR SEEDING.
- ALL DISTURBED AREAS OUTSIDE THE BUILDING PAD WHICH ARE NOT DESIGNATED TO BE PAVED SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SODDED.
- FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SOD ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
- BEGIN TURF ESTABLISHMENT IMMEDIATELY AFTER SODDING OR SEEDING, REFER TO SPECIFICATION FOR PROCEDURE.
- ALL TREES TO BE BALLED AND BURLAPPED.
- ALL TREES SHALL RECEIVE 4" DEPTH OF CLEAN SHREDDED HARDWOOD MULCH, UNLESS OTHERWISE SPECIFIED.
- ALL PLANT MATERIALS SHALL BE NO. 1 QUALITY, NURSERY GROWN AND SPECIMENS MUST BE MATCHED. ALL OVERSTORY TREES ADJACENT TO DRIVE AND IN PARKING LOT SHALL BEGIN BRANCHING NO LOWER THAN 6'.

Sheet

L1.1

SALEM HILLS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS

1SD 199, INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN, 55077



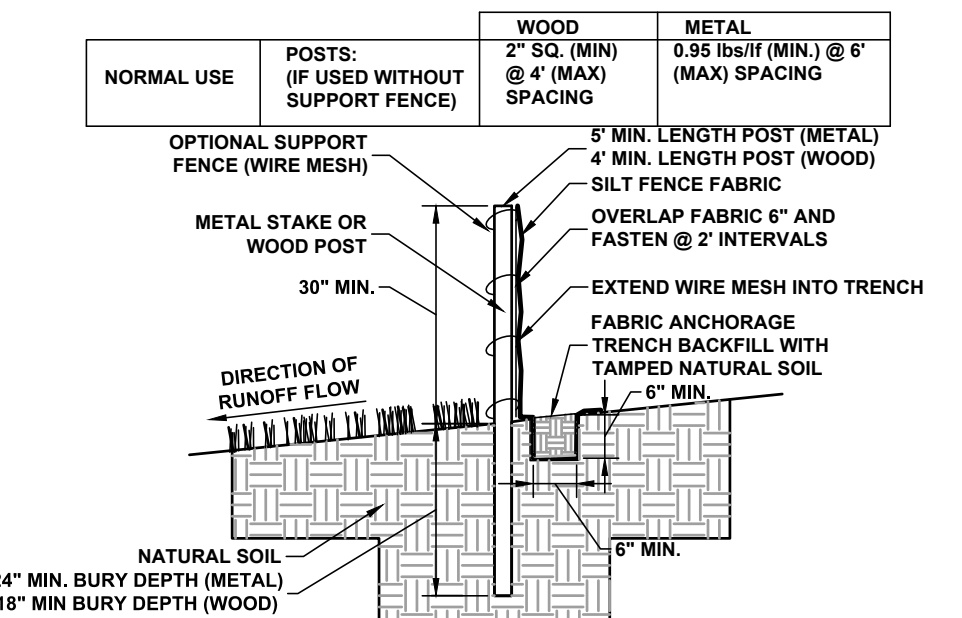
7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN, 55427

LANDSCAPING PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed landscape architect under the laws of the State of Minnesota.

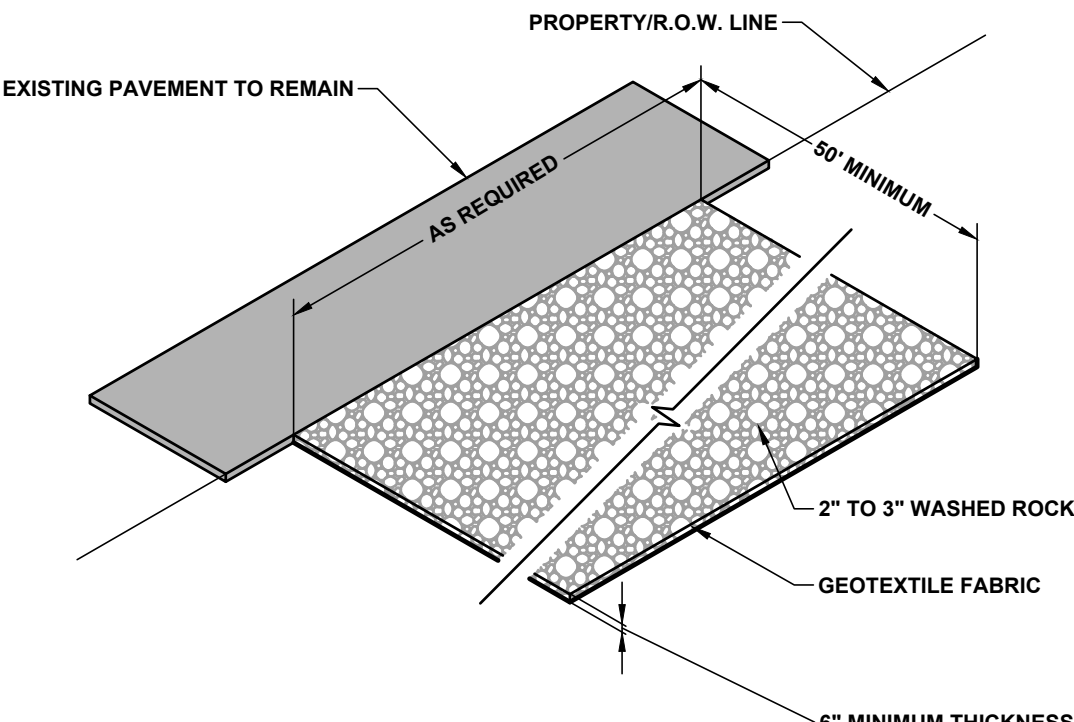
DANIEL C. REBOK
Reg. No. 56877 Date 04/25/2022

Project No. 041125002
Date 04/25/2022
Drawn By DCR
Checked By DCR
Revisions



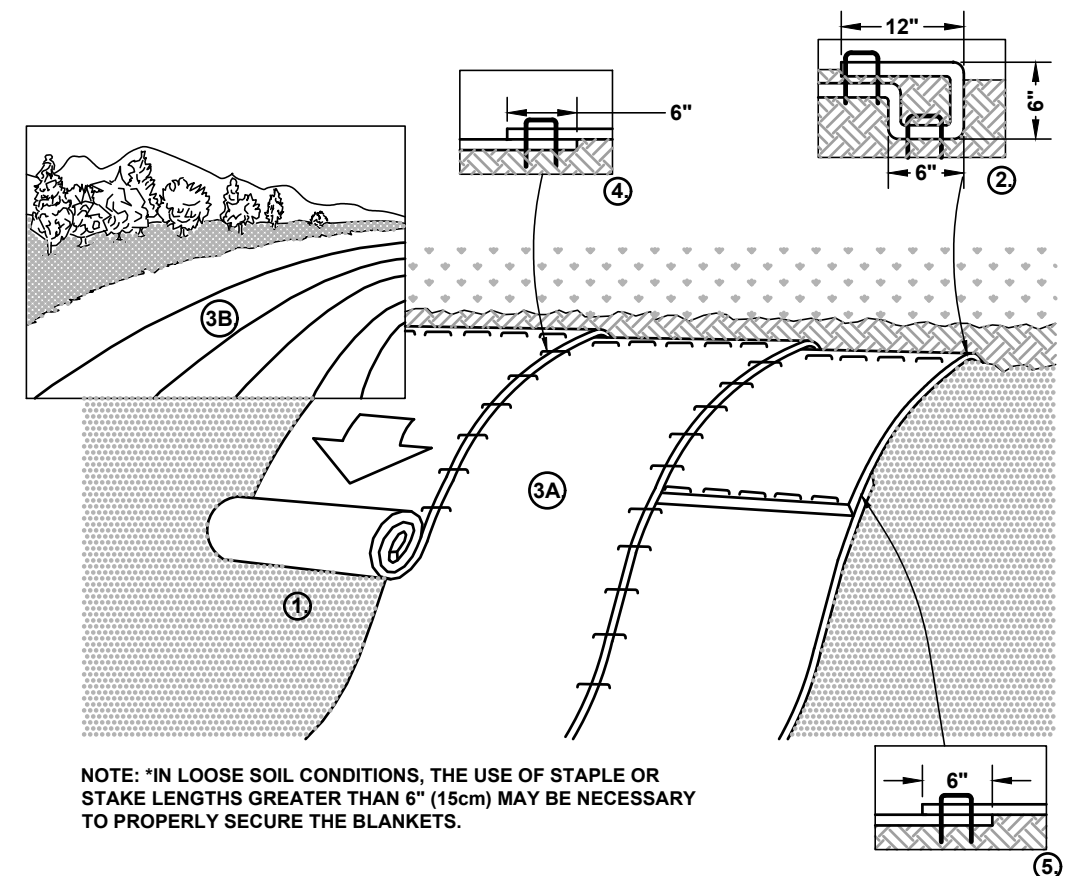
NOTE: DEPENDING UPON CONFIGURATION, ATTACH TO WIRE MESH WITH HOG RINGS, STEEL POSTS WITH THE WIRES, OR WOOD POSTS WITH STAPLES

1 C2.1 SILT FENCE



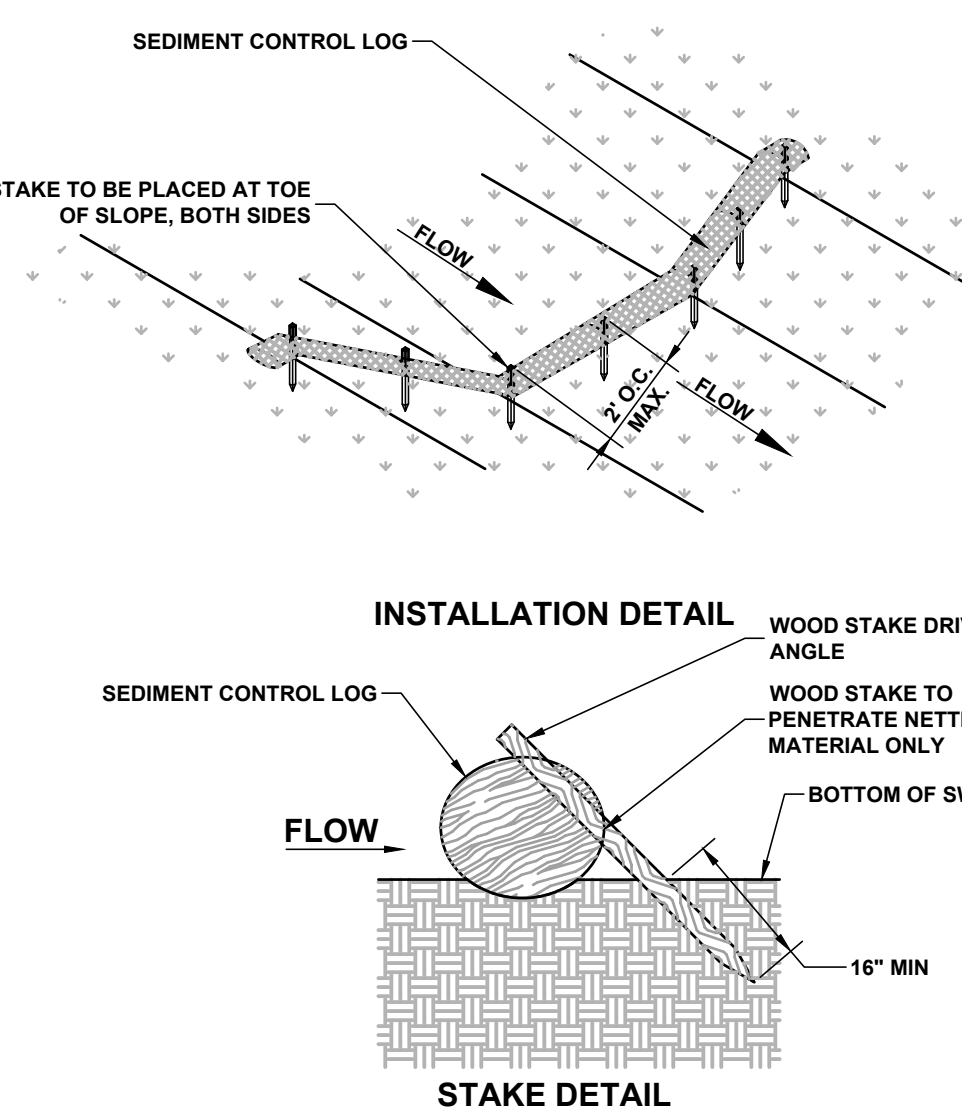
NOTE: PROVIDE WHERE CONSTRUCTION TRAFFIC ENTERS OR EXITS THE CONSTRUCTION SITE

2 C2.1 ROCK CONSTRUCTION ENTRANCE

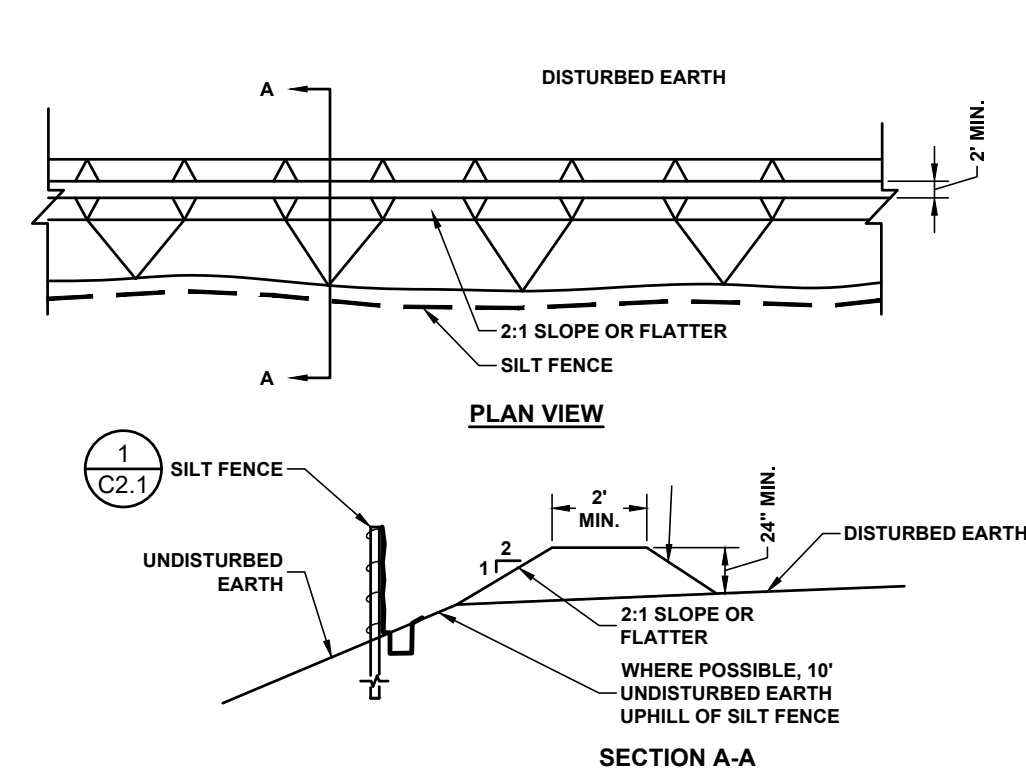


- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
- ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS SHALL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THIS STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 6" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
- CONSECUTIVE BLANKETS SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 6" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH.
- BLANKET SHALL BE STAPLED AS PER MANUFACTURER'S RECOMMENDATION.

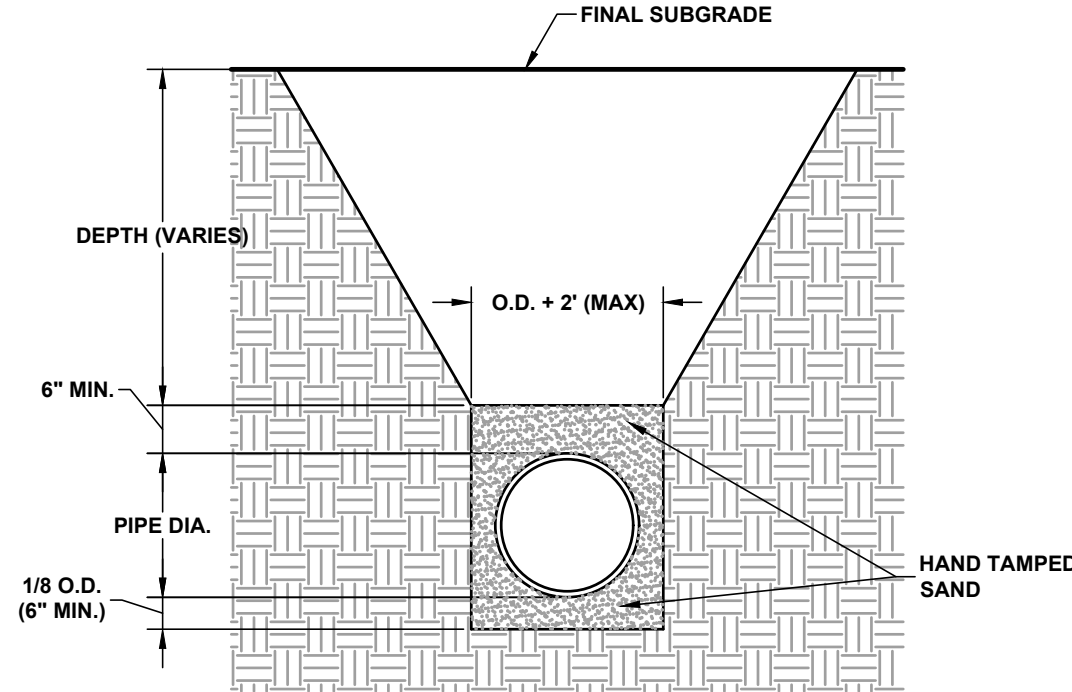
3 C2.1 EROSION CONTROL BLANKET



4 C2.1 SEDIMENT CONTROL LOG

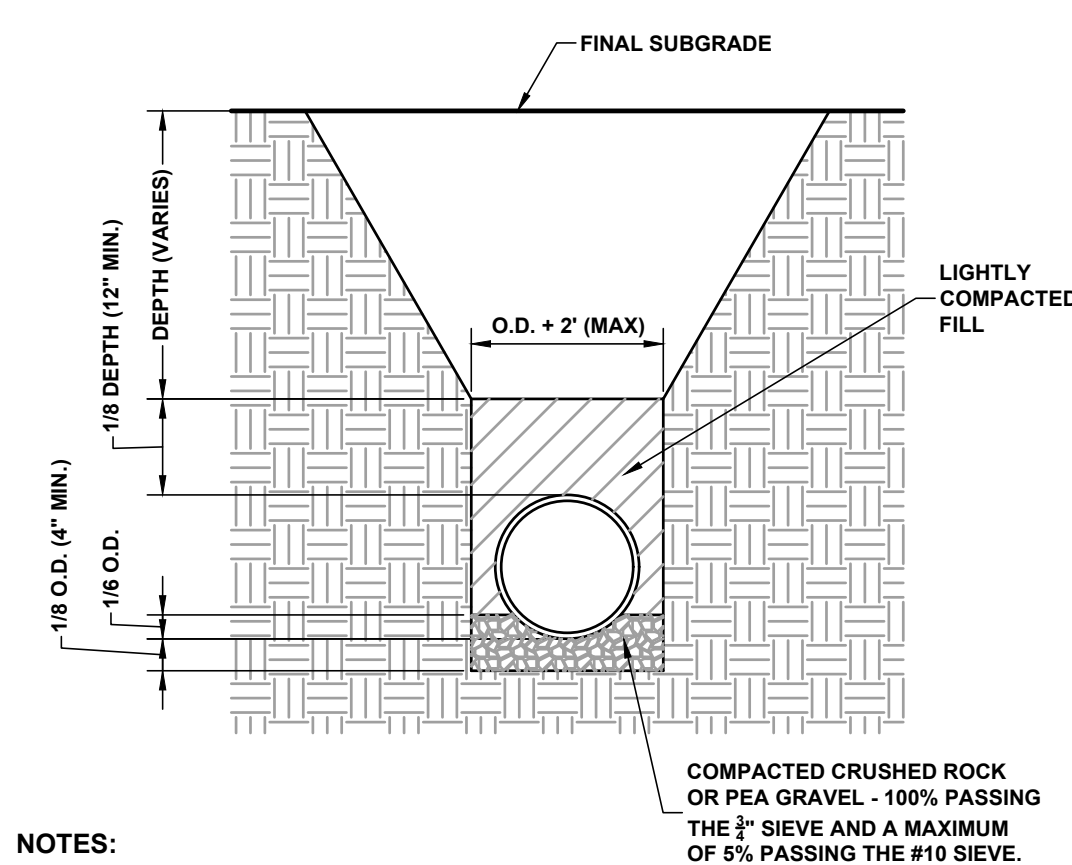


5 C2.1 TEMPORARY DIVERSION BERM



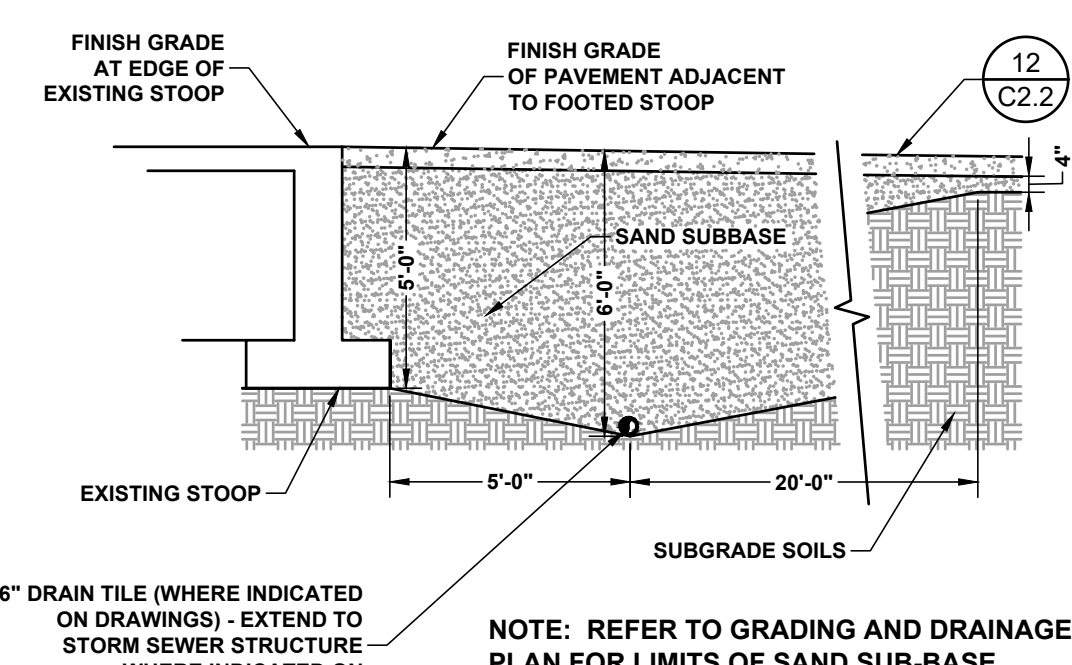
NOTES:
TRENCH SIDEWALLS TO MEET O.S.H.A. REQUIREMENTS.
UPPER 3 FT. OF BACKFILL SHALL BE COMPACTED TO AT LEAST 100% STANDARD PROCTOR DRY DENSITY. BELOW THIS ELEVATION, BACKFILL SHALL BE COMPACTED TO AT LEAST 95% STANDARD PROCTOR DRY DENSITY.
SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2321.

6 C2.1 PIPE BEDDING - PVC

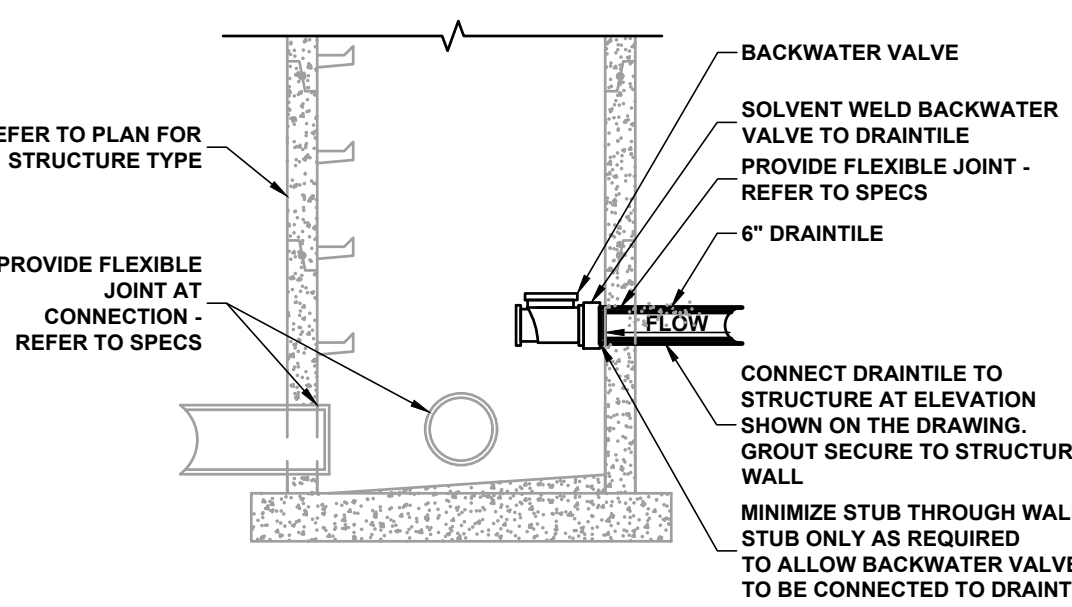


NOTES:
TRENCH SIDEWALLS TO MEET O.S.H.A. REQUIREMENTS.
UPPER 3 FT. OF BACKFILL SHALL BE COMPACTED TO AT LEAST 100% STANDARD PROCTOR DRY DENSITY. BELOW THIS ELEVATION, BACKFILL SHALL BE COMPACTED TO AT LEAST 95% STANDARD PROCTOR DRY DENSITY.

7 C2.1 PIPE BEDDING - RCP

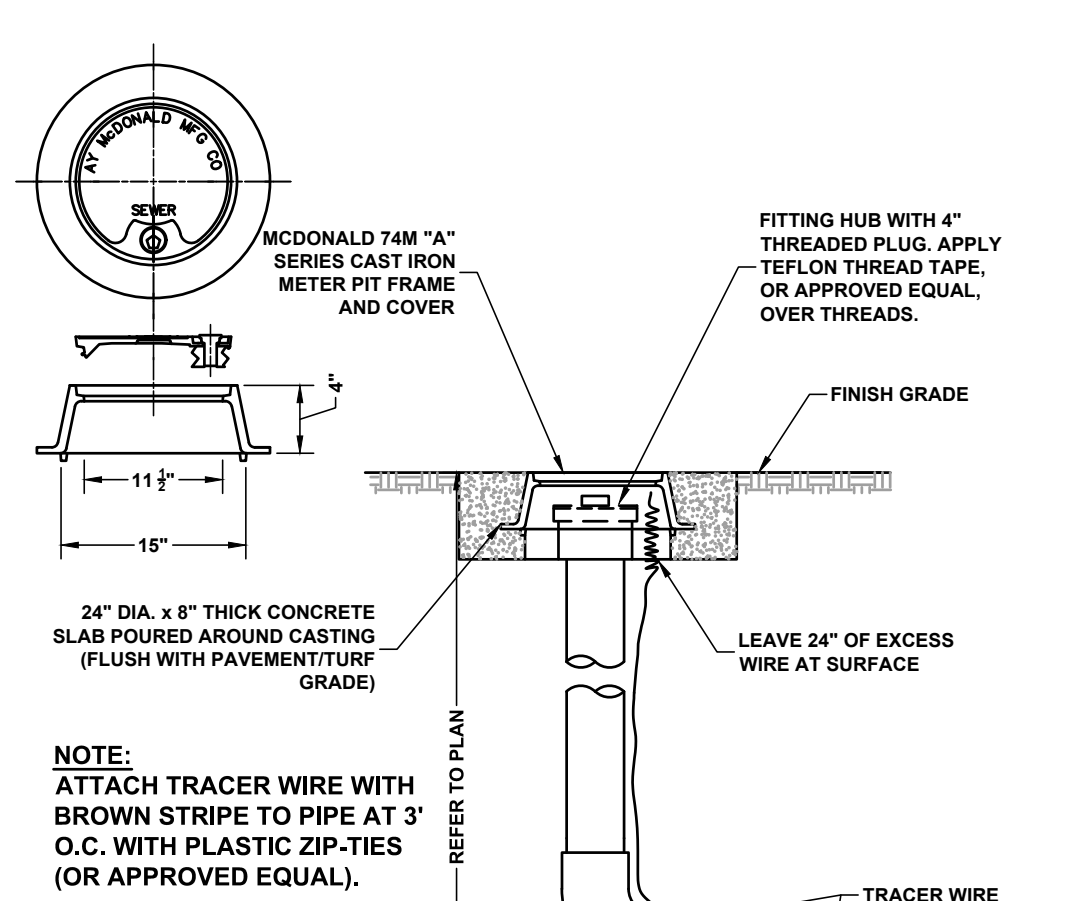


8 C2.1 SAND SUBBASE/ DRAIN TILE AT DOORS & FROST FOOTED STOOPS

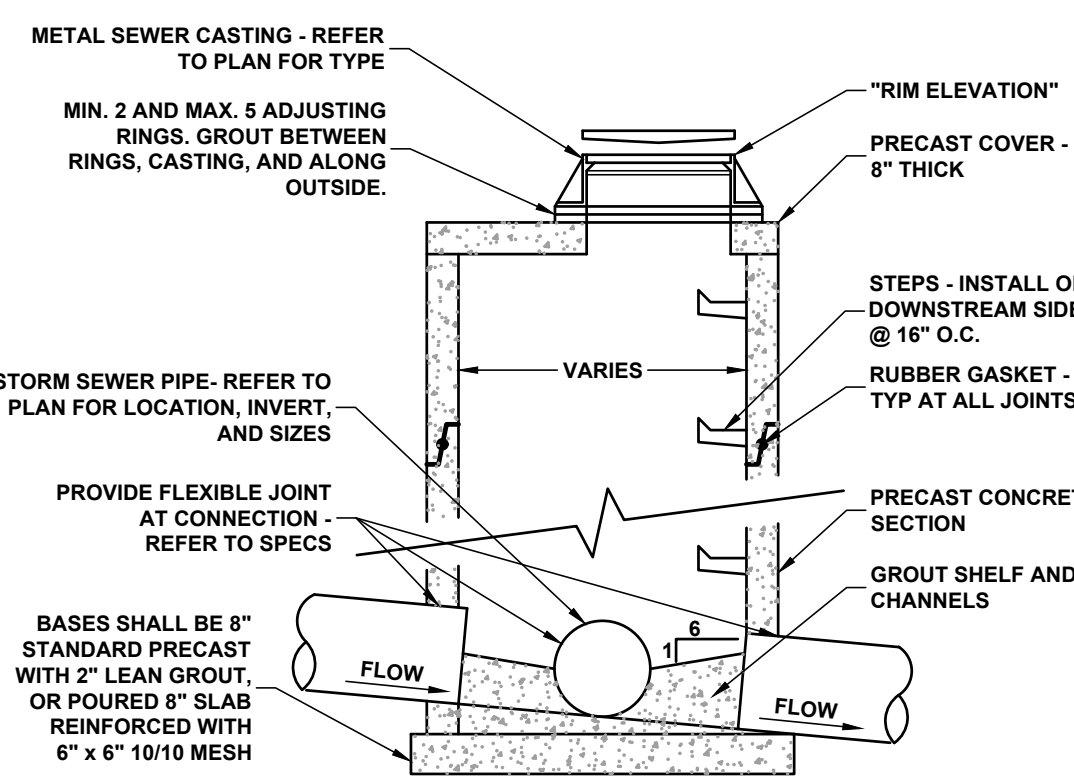


9 C2.1 BACKWATER VALVE

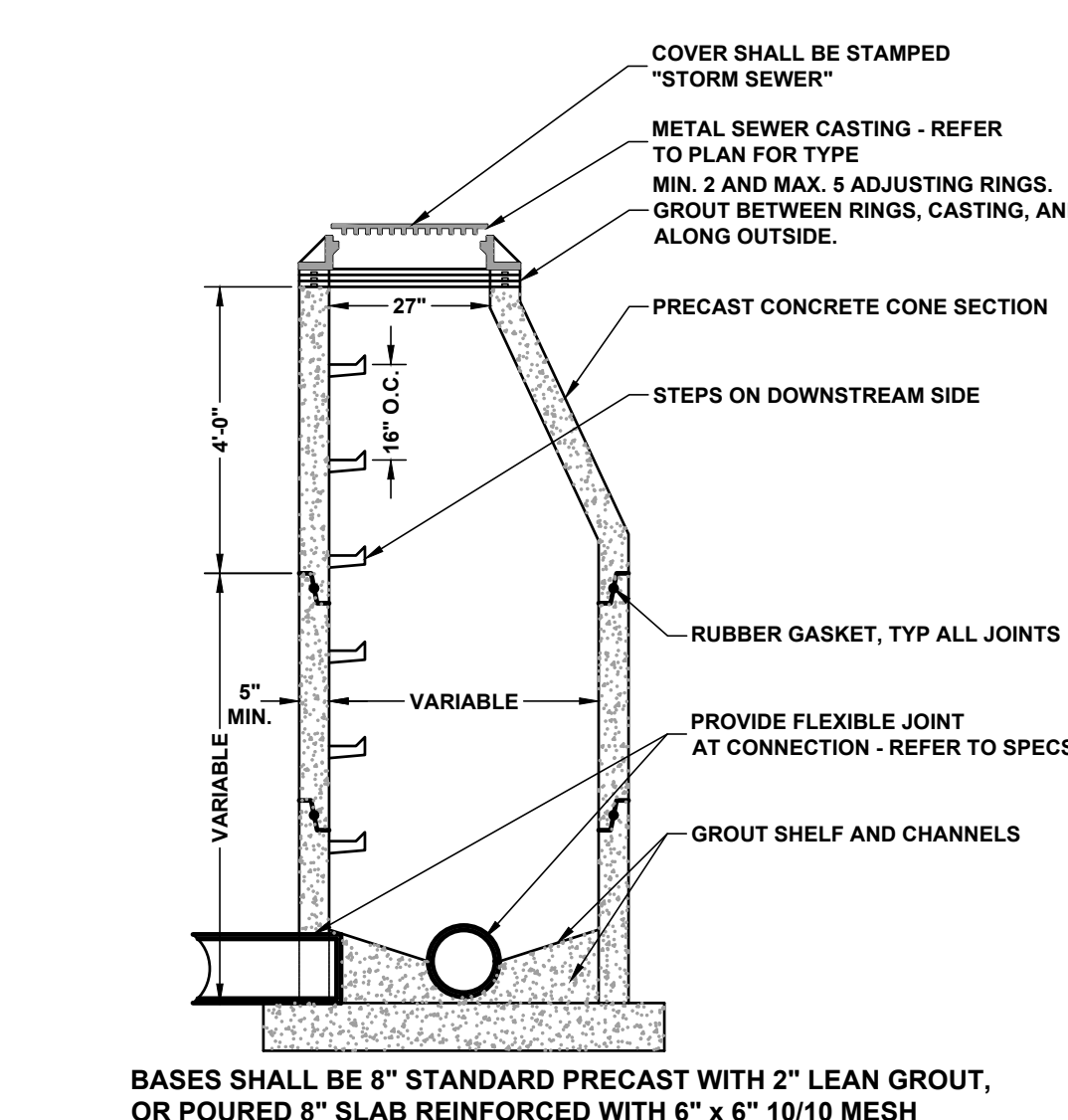
APPROVED:
Brian D. Connolly
Brian D. Connolly, PE
Public Works Director, Inver Grove Heights
Date: 11/04/2022
No changes or revisions to this plan are allowed without the written approval from the above signatory, their successor, or their designee



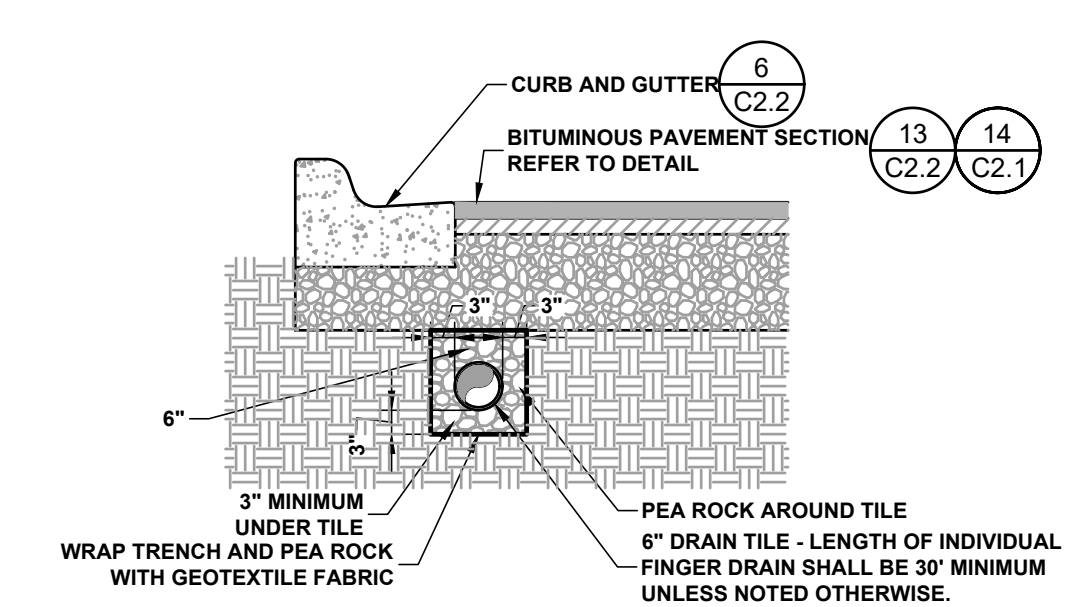
10 C2.1 CLEANOUT ASSEMBLY



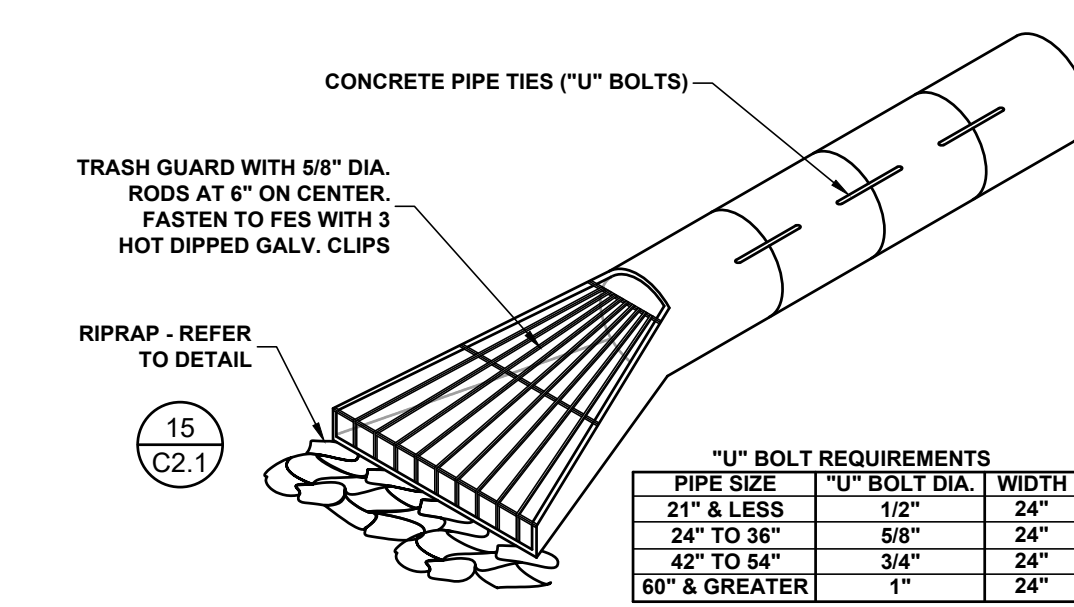
11 C2.1 CATCH BASIN



12 C2.1 STORM SEWER MANHOLE

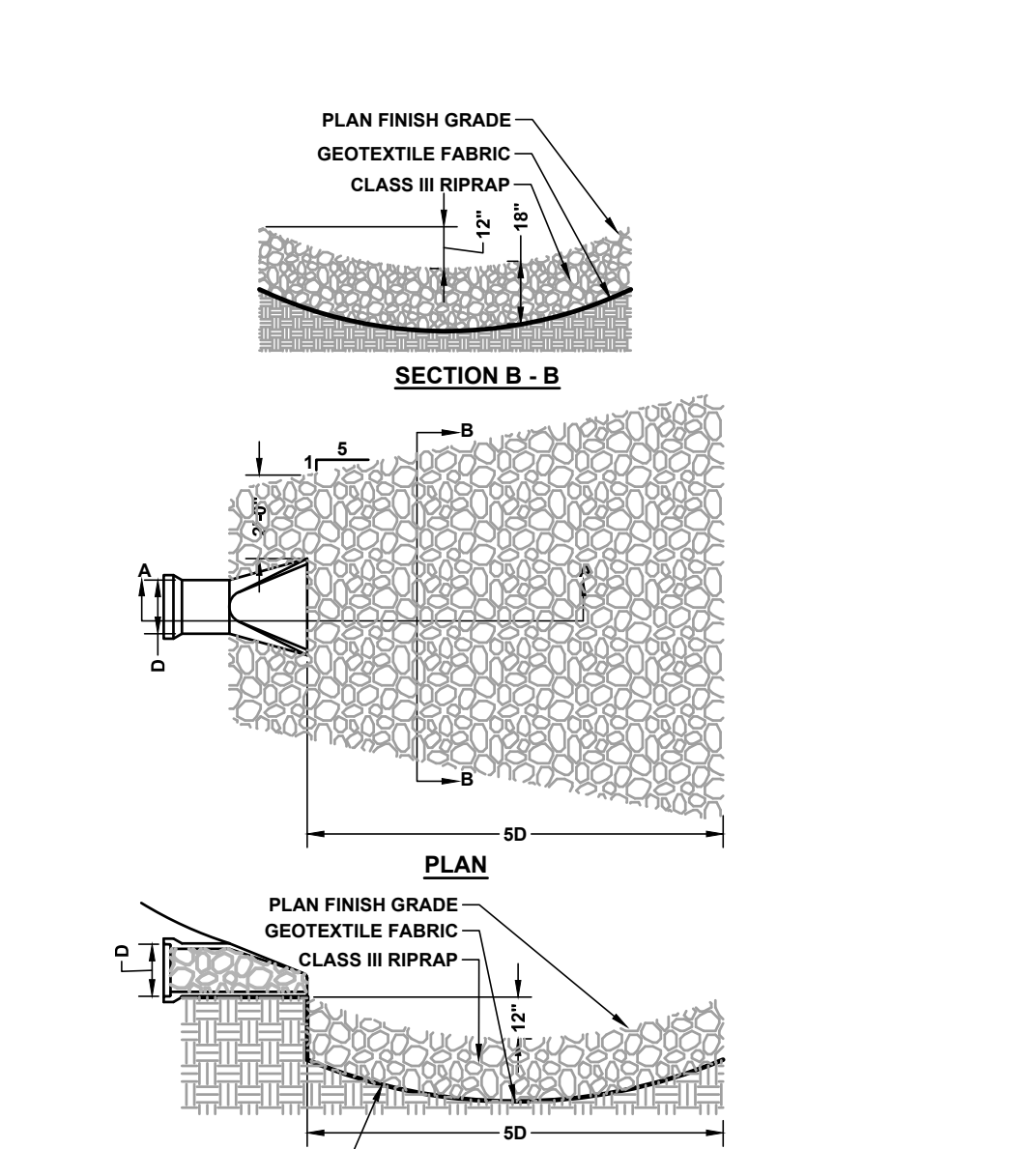


13 C2.1 FINGER DRAIN

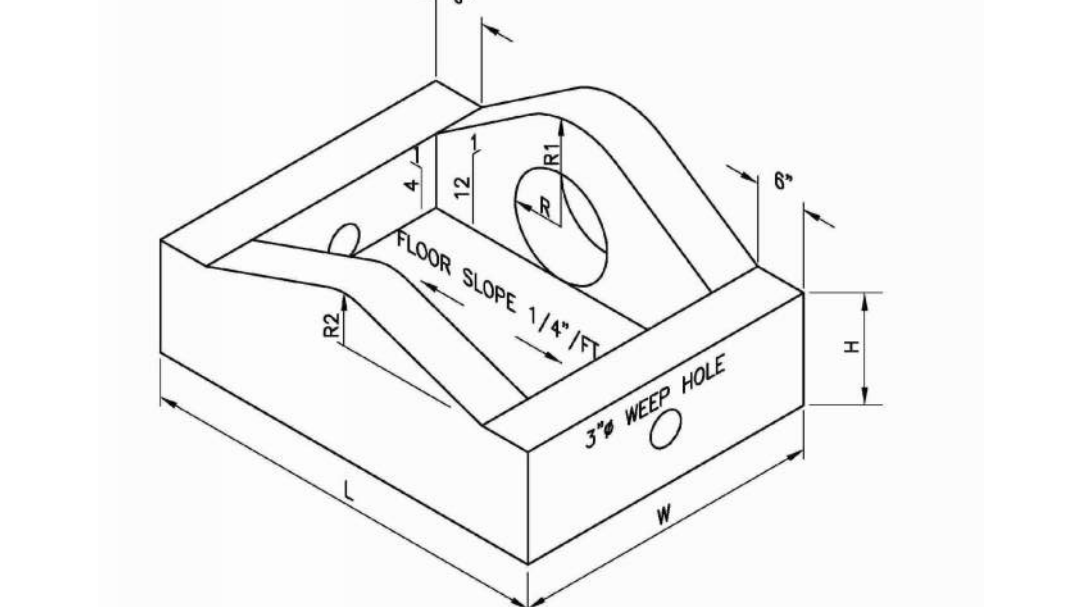


14 C2.1 RCP FLARED END SECTION (FES)

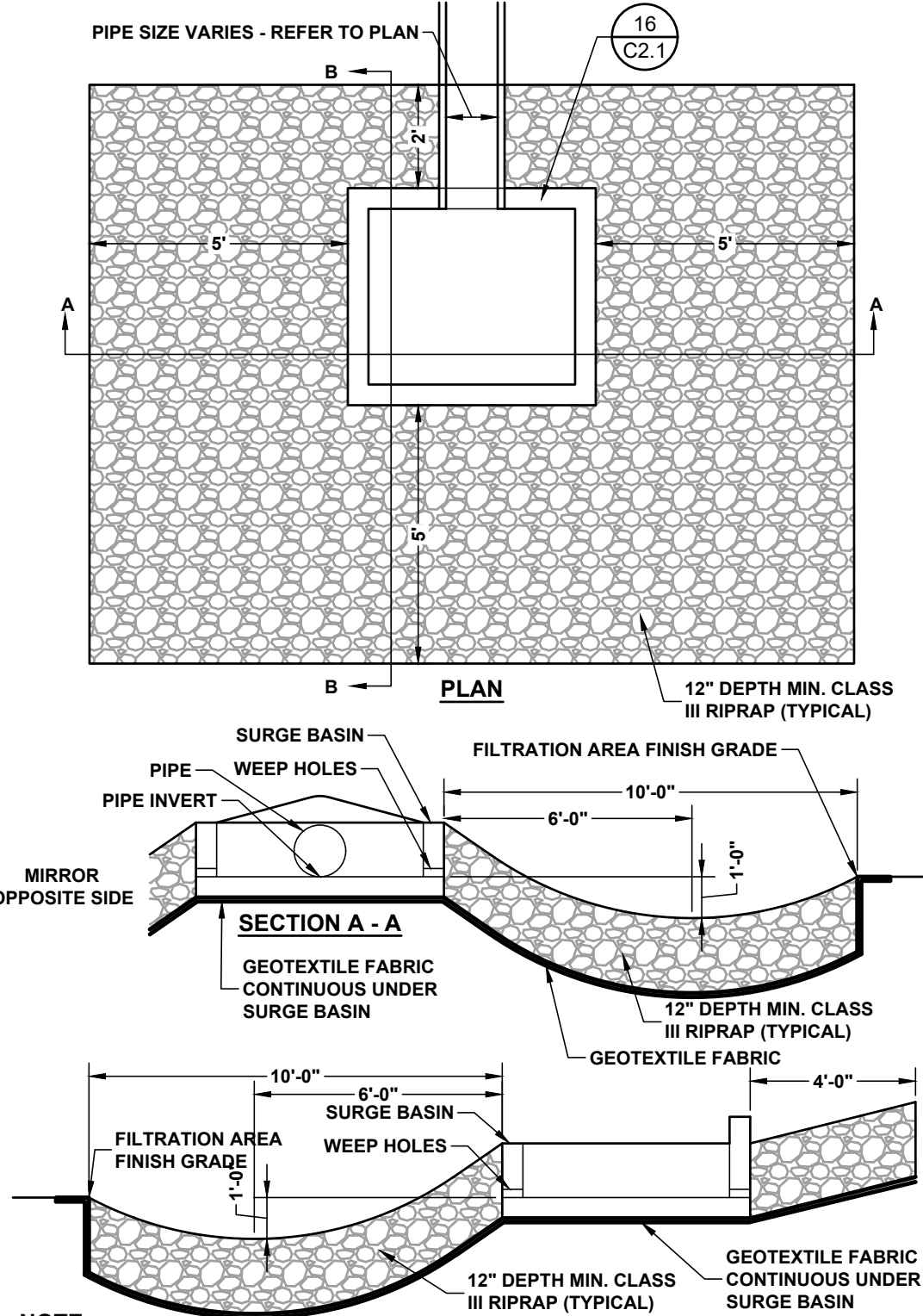
NOTES:
2 - "U" BOLT FASTENERS TO BE INSTALLED ACROSS EACH JOINT, ONE EACH SIDE OF PIPE AT 8" FROM THE TOP OF THE PIPE. FASTEN FIRST THREE JOINTS AS SHOWN



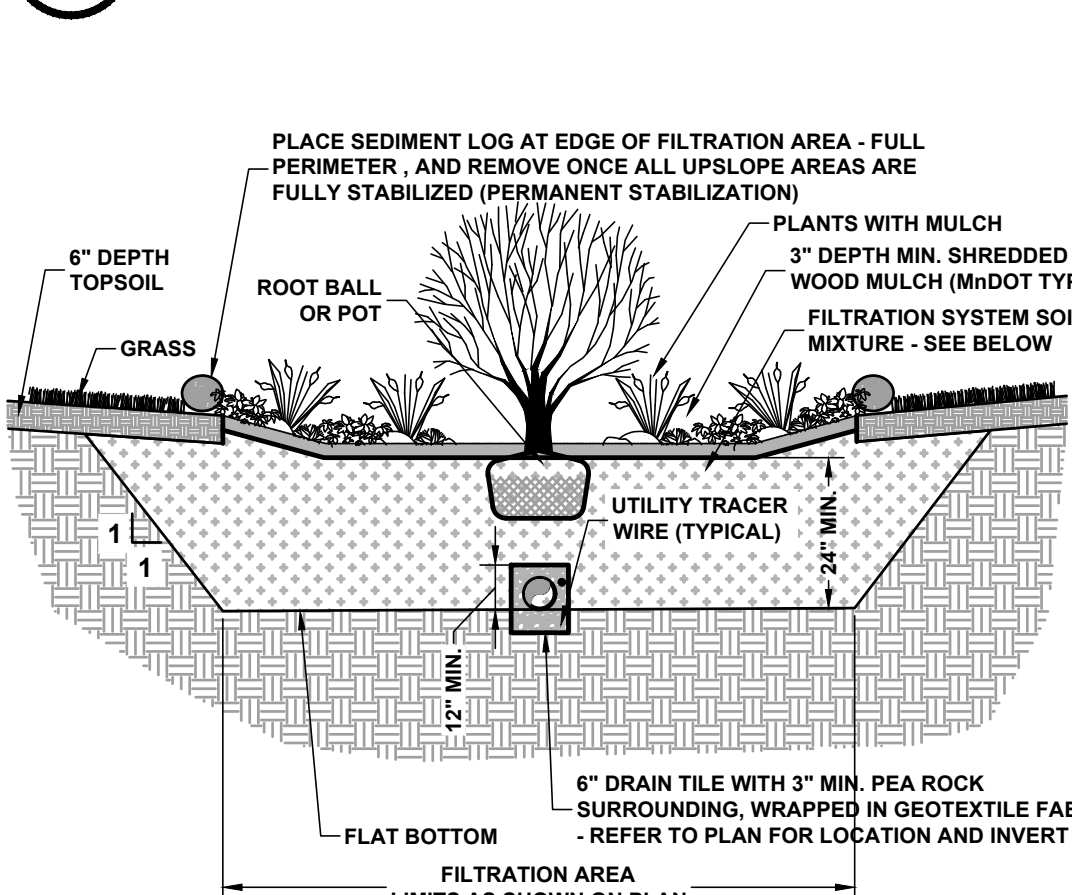
15 C2.1 RIPRAP - FLARED END SECTION



16 C2.1 SURGE BASIN

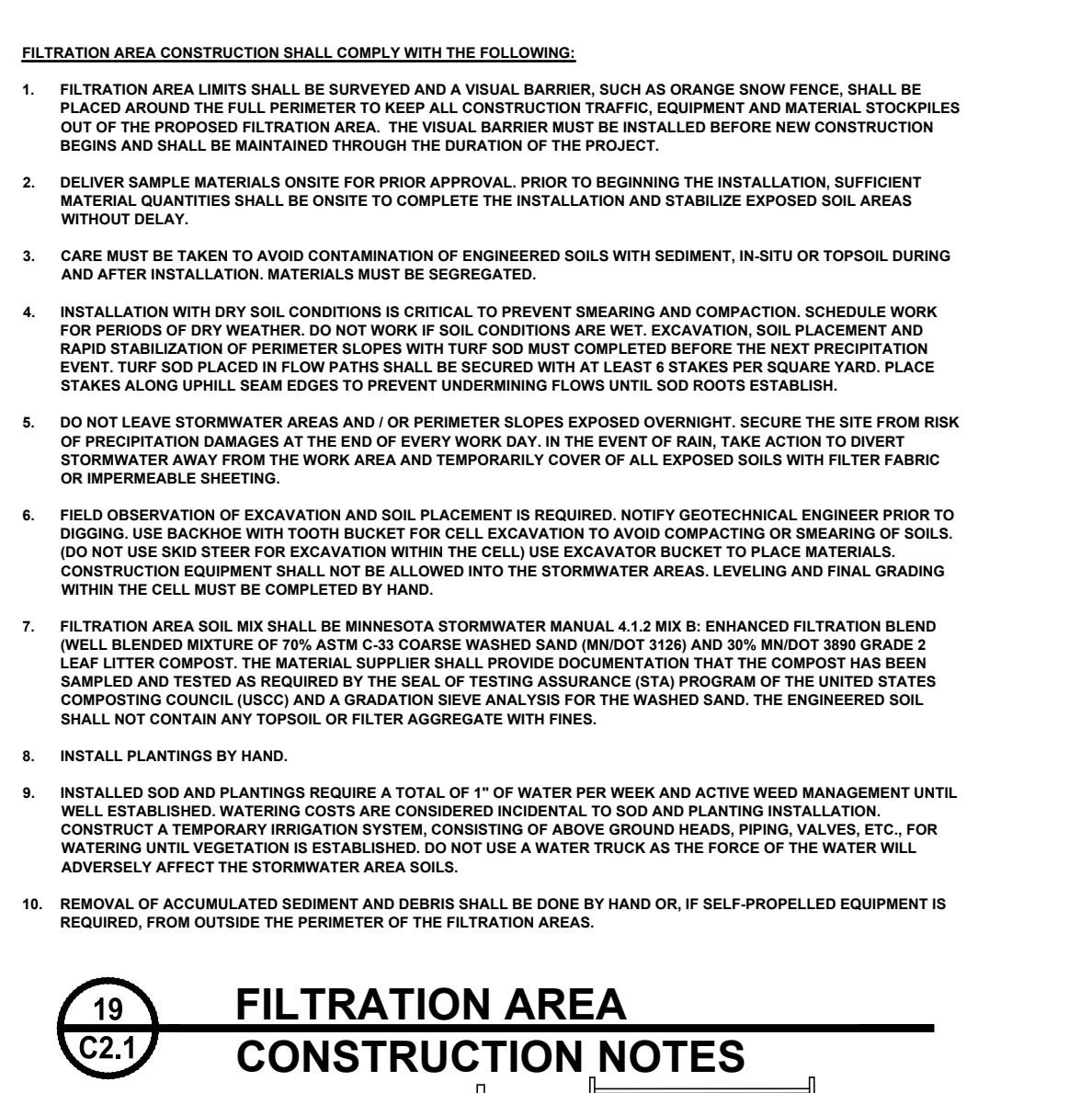


21 C2.1 BACKFILL DETAIL

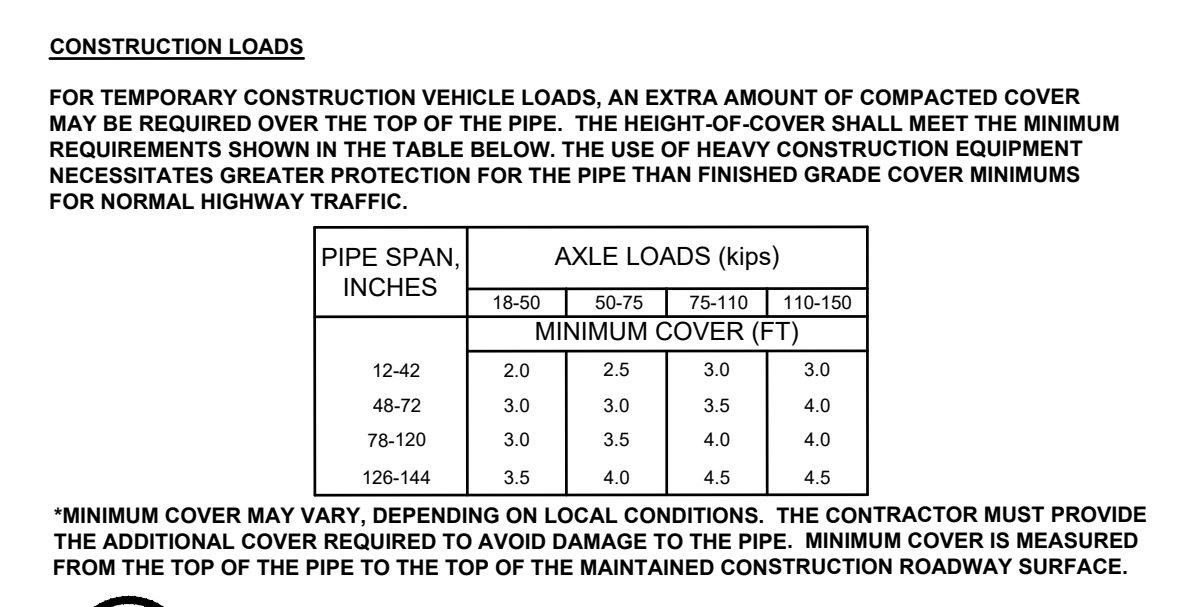


17 C2.1 RIPRAP AT SURGE BASIN

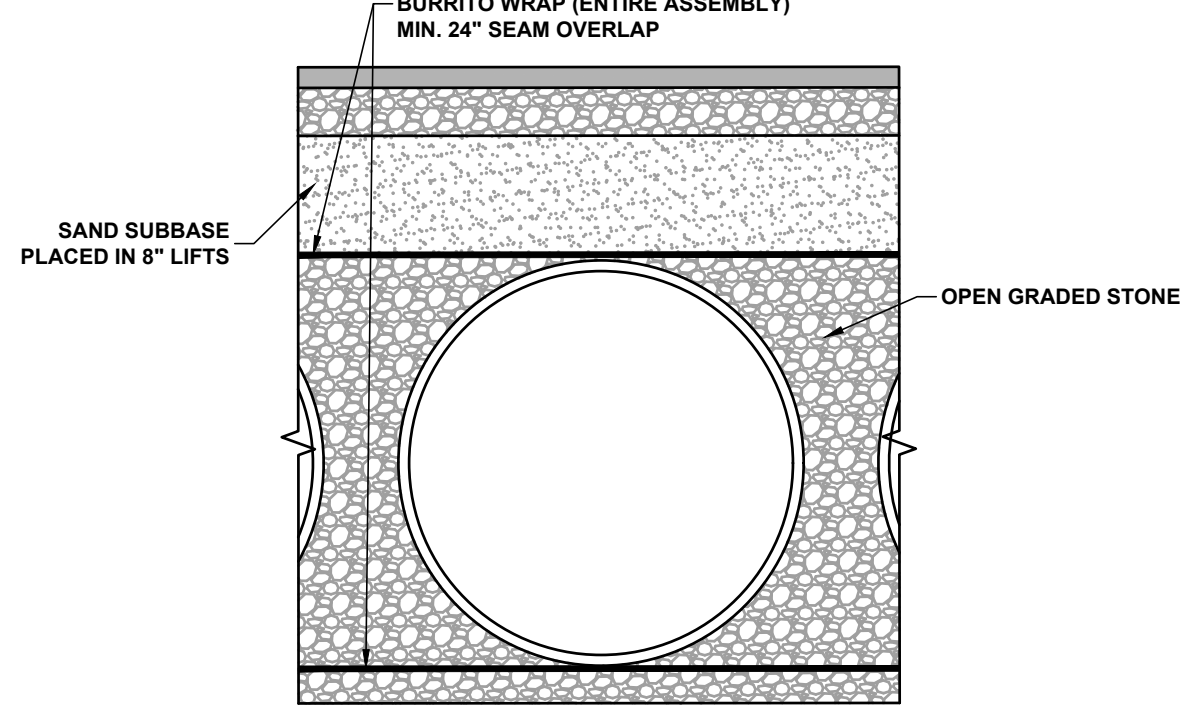
18 C2.1 TYPICAL SECTION THRU FILTRATION AREA



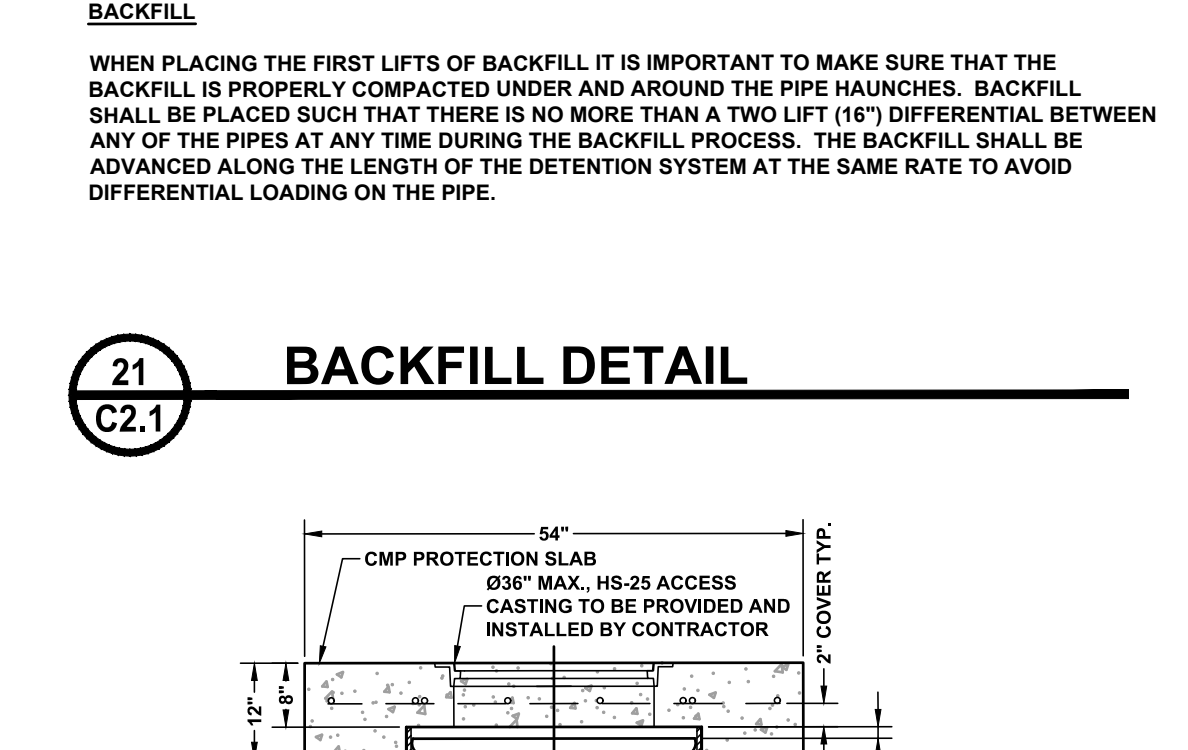
19 C2.1 FILTRATION AREA CONSTRUCTION NOTES



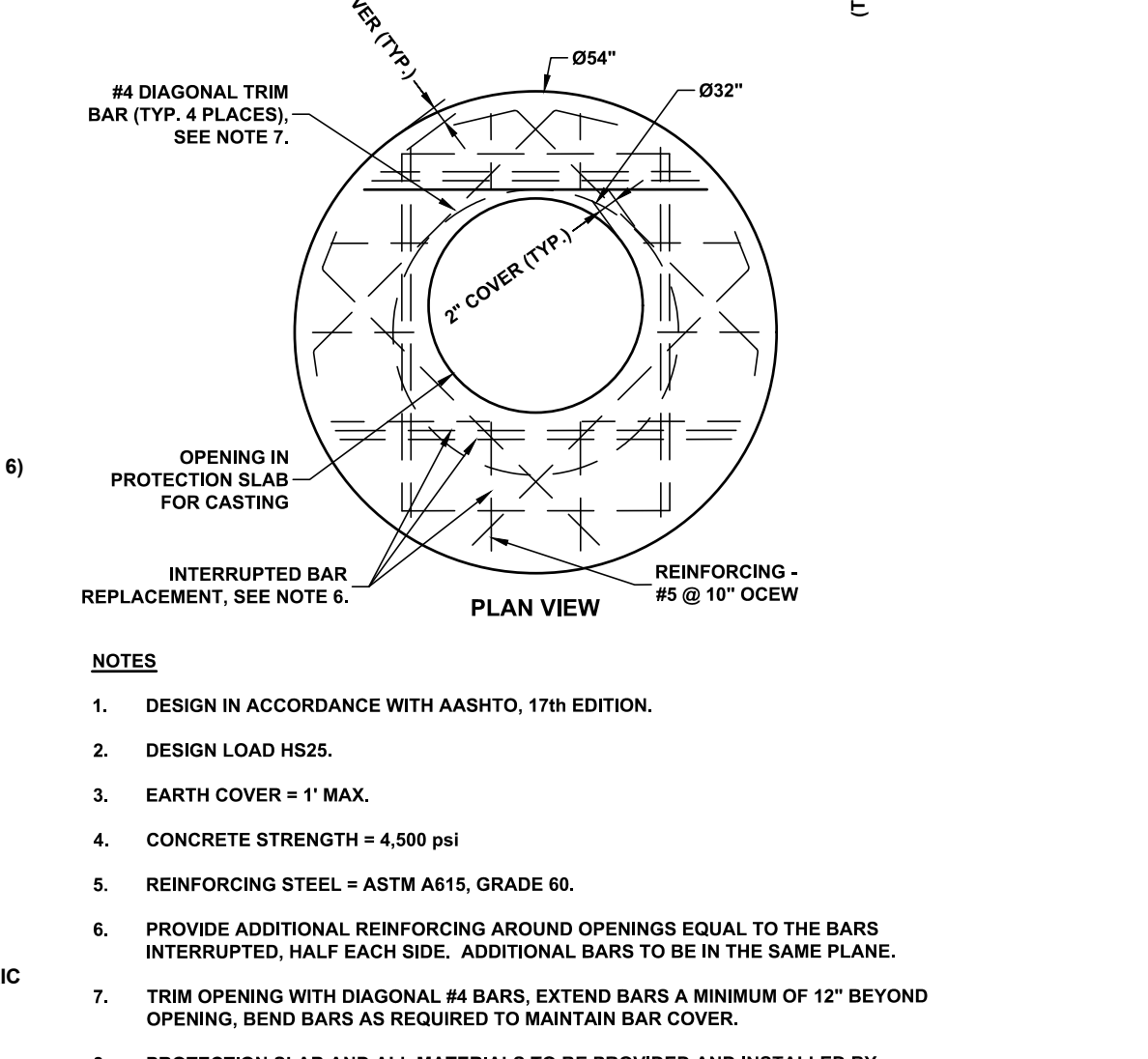
20 C2.1 CONSTRUCTION LOADING DIAGRAM



26 C2.1 FIRE HYDRANT

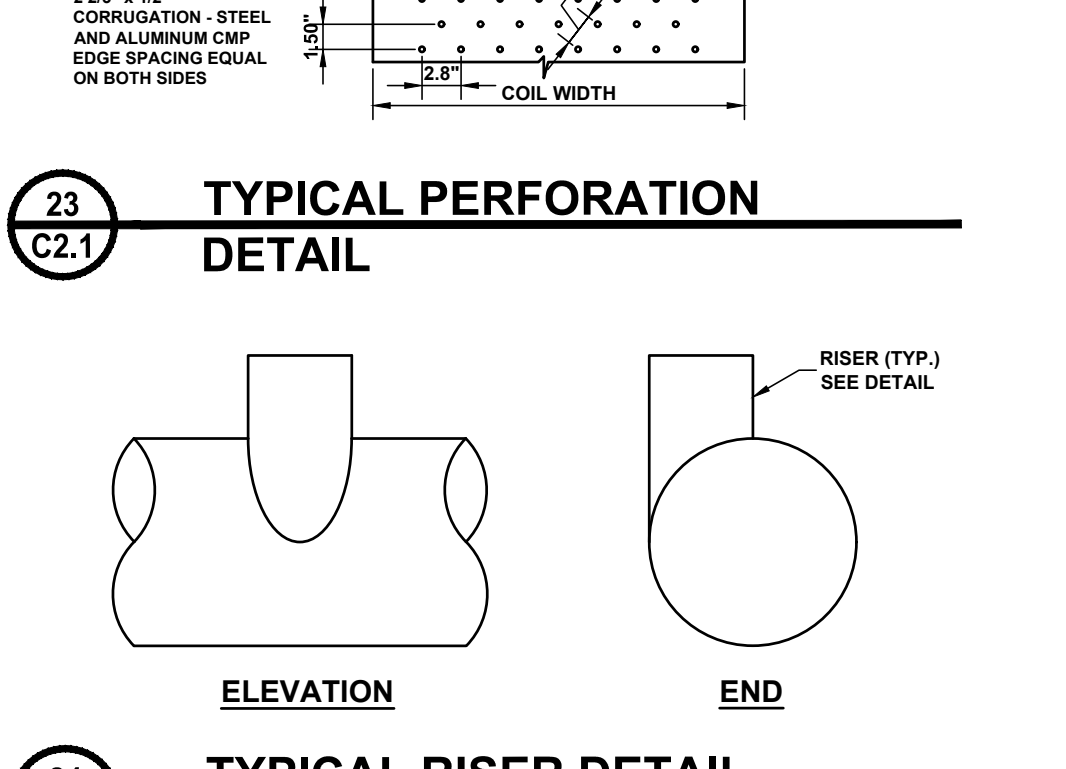


27 C2.1 THRUST BLOCK

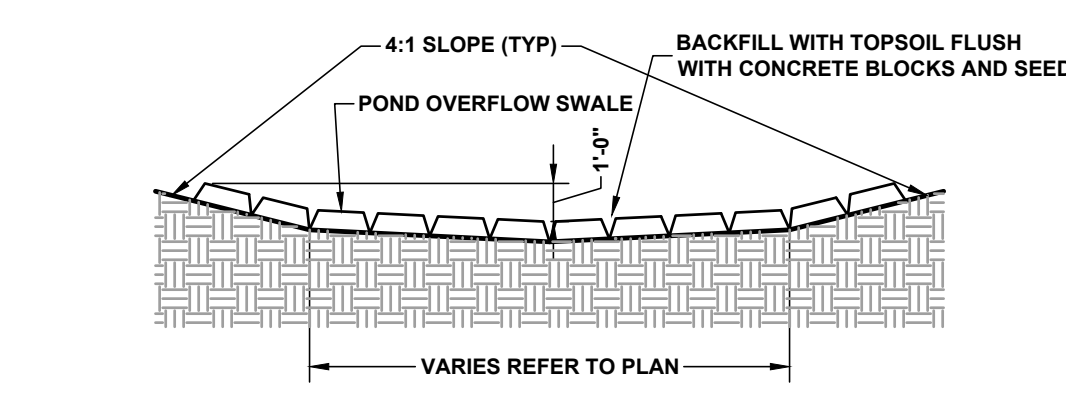


22 C2.1 MANHOLE CAP

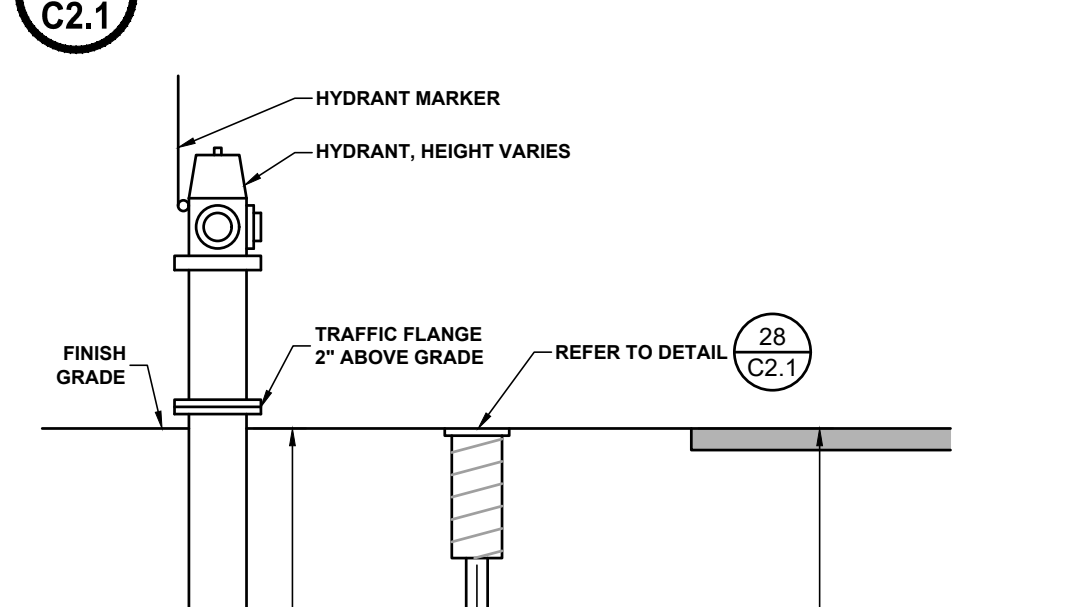
28 C2.1 GATE VALVE BOX



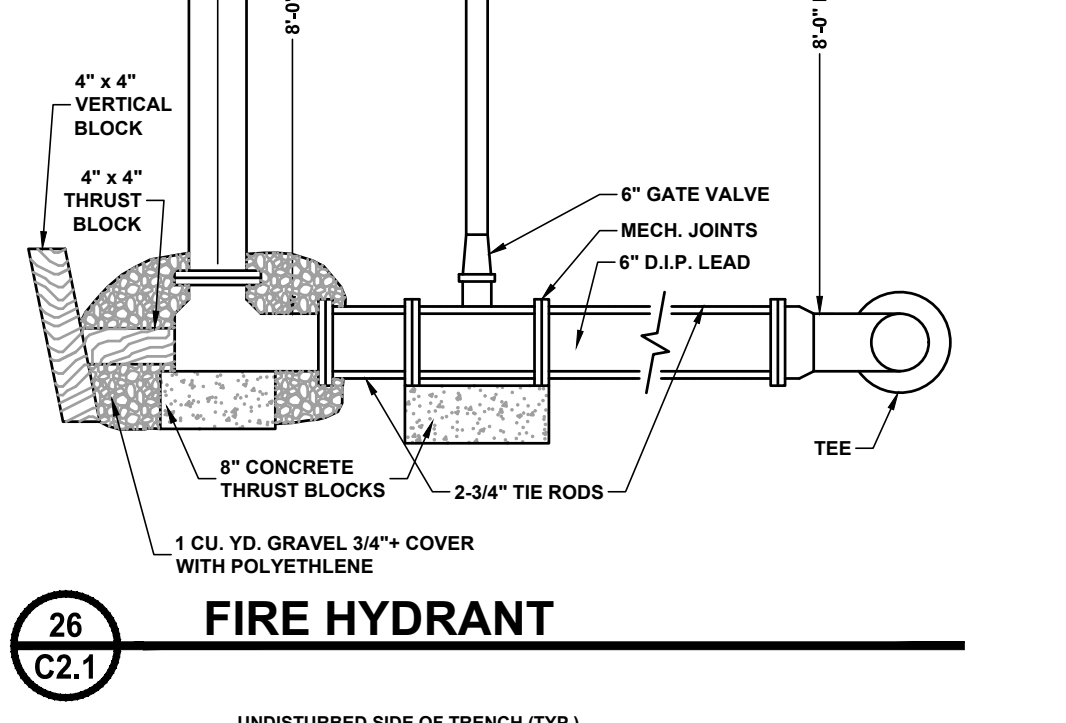
23 C2.1 TYPICAL PERFORATION DETAIL



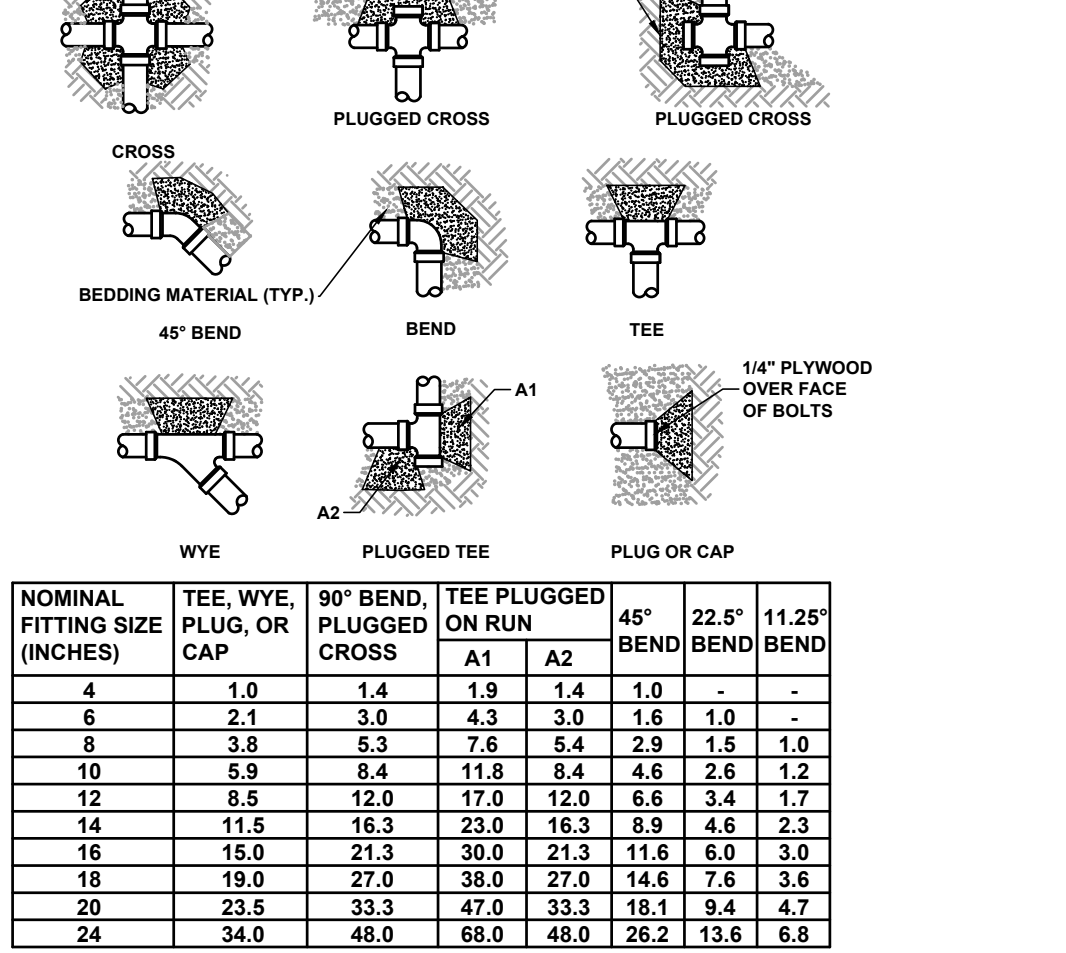
24 C2.1 TYPICAL RISER DETAIL



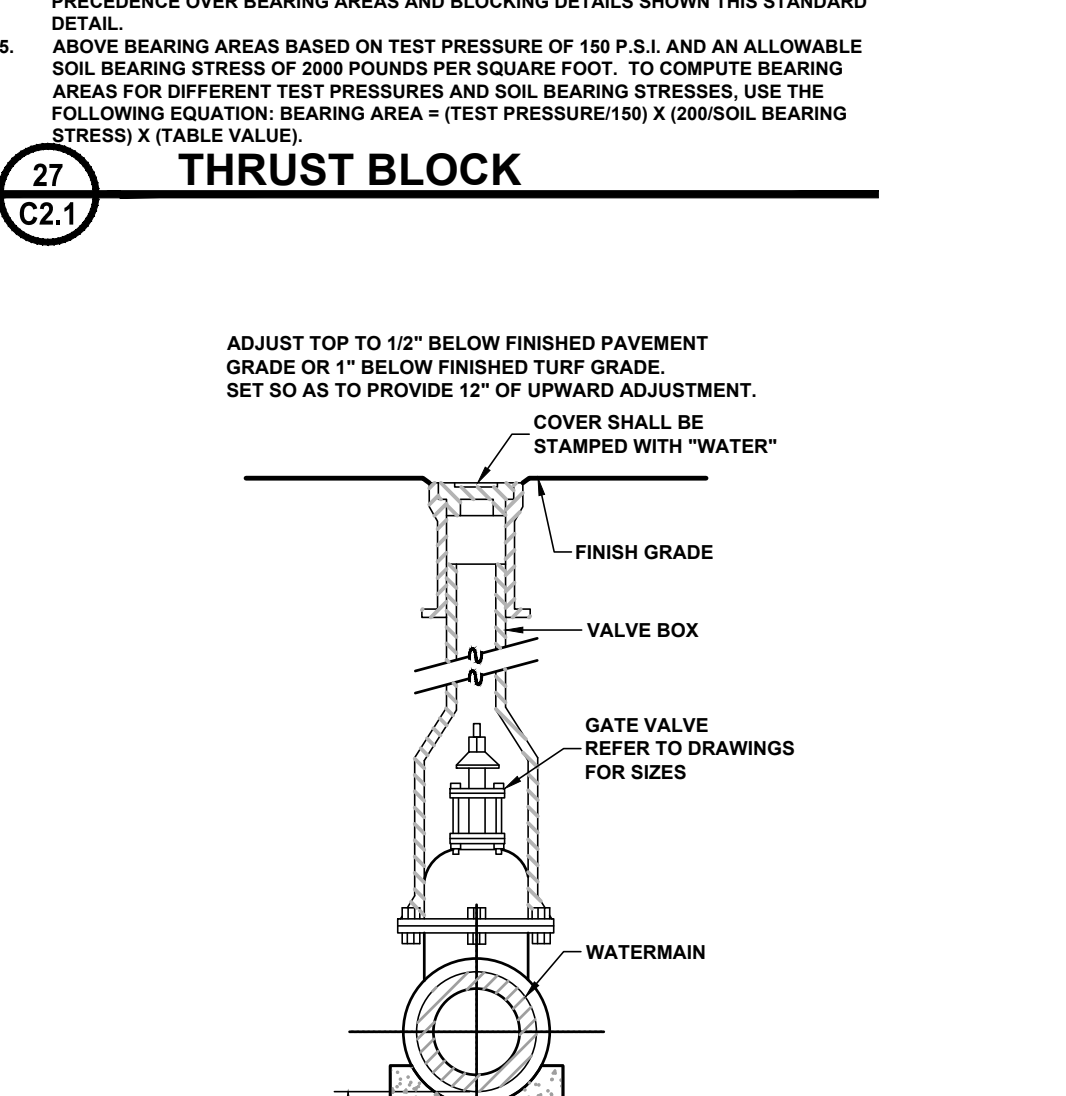
25 C2.1 POND OVERFLOW SWALE



26 C2.1 SURGE BASIN



21 C2.1 BACKFILL DETAIL



17 C2.1 RIPRAP AT SURGE BASIN

18 C2.1 TYPICAL SECTION THRU FILTRATION AREA

Project No.	041125602
Date	04/26/2022
Drawn By	DBR
Checked By	DBR
Revisions	

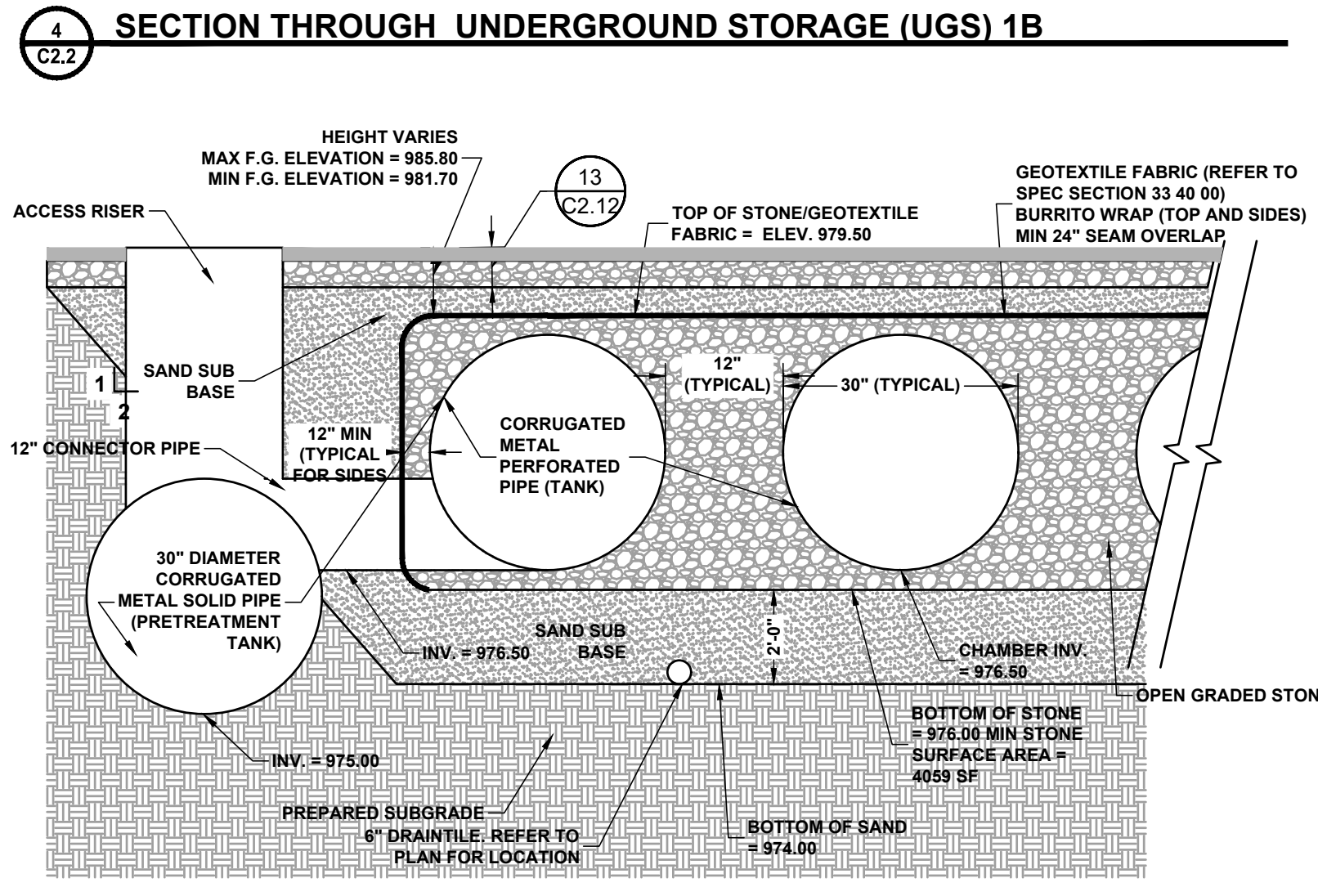
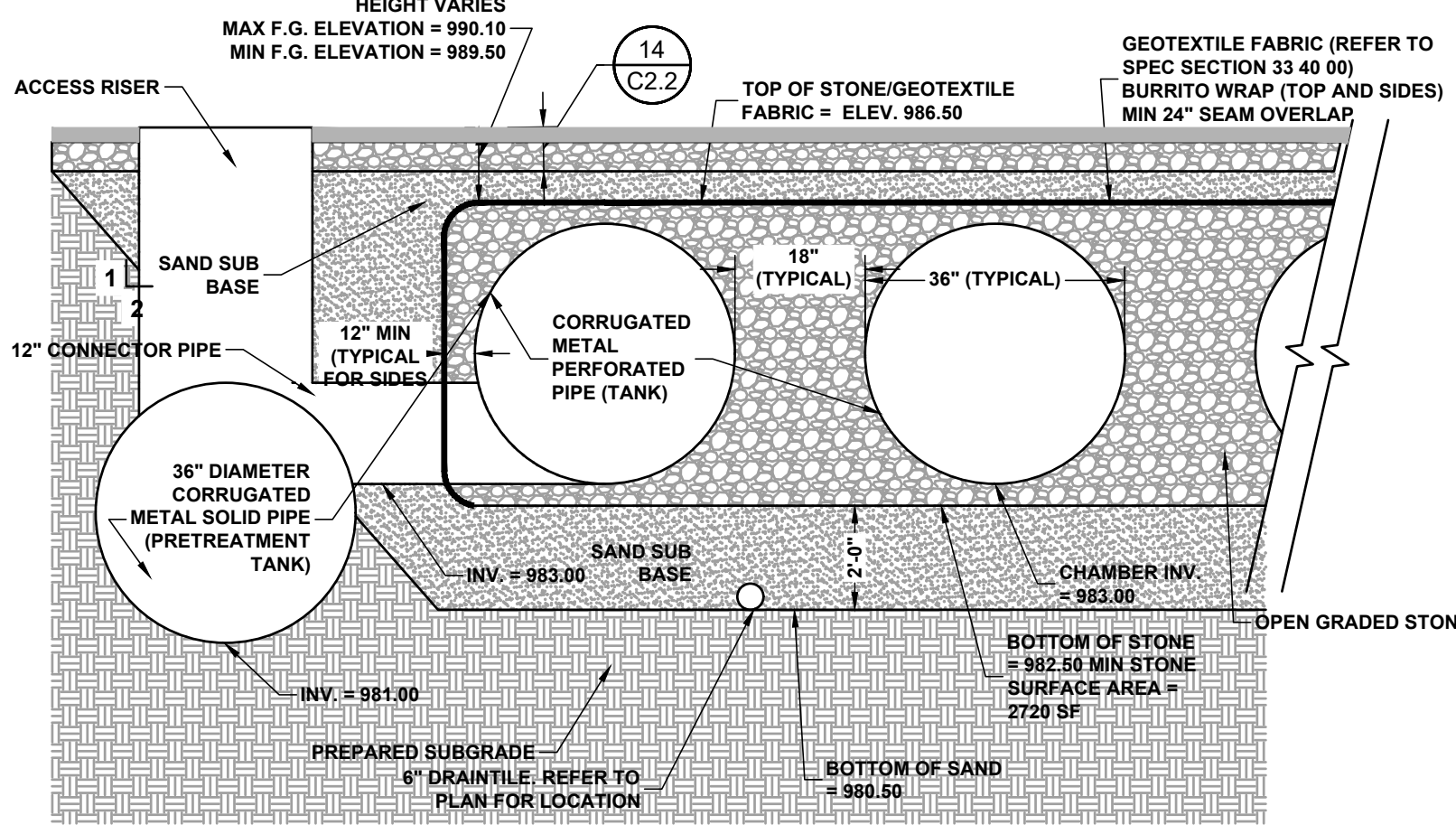
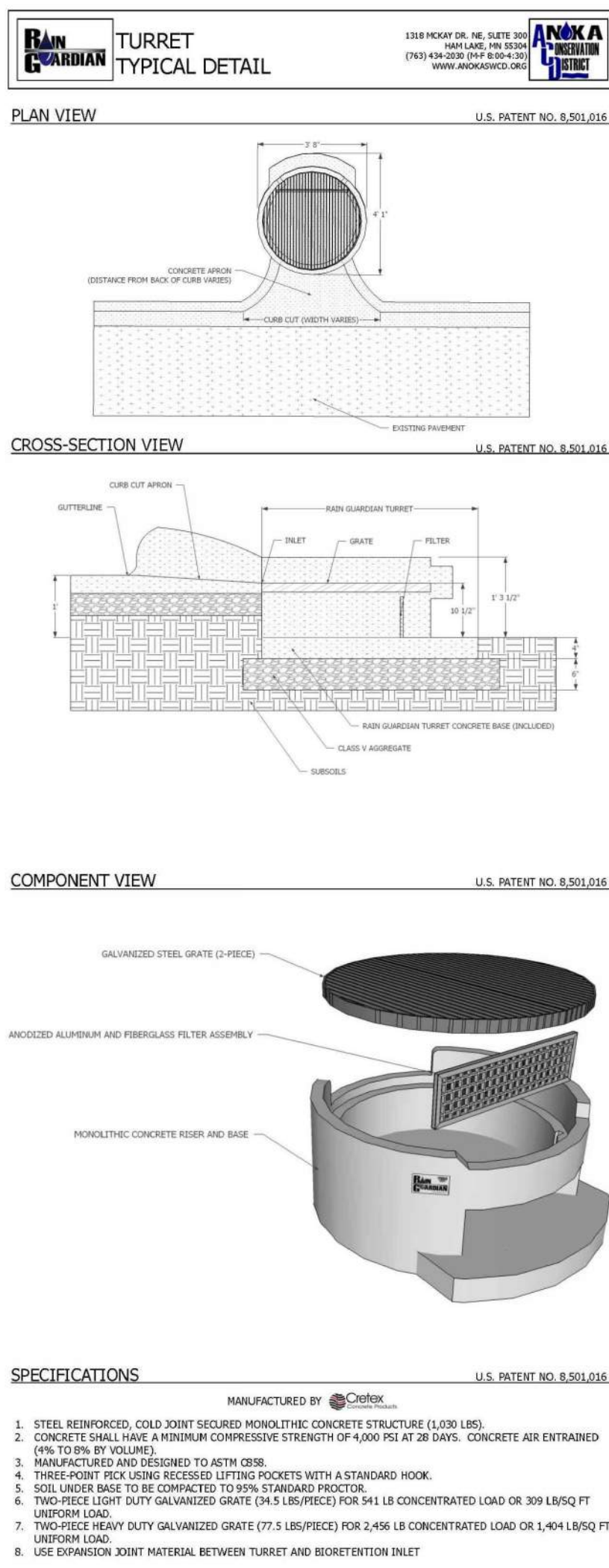
SITE DETAILS

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
DAVID A. REY
Reg. No. 40180 Date: 04/26/2022

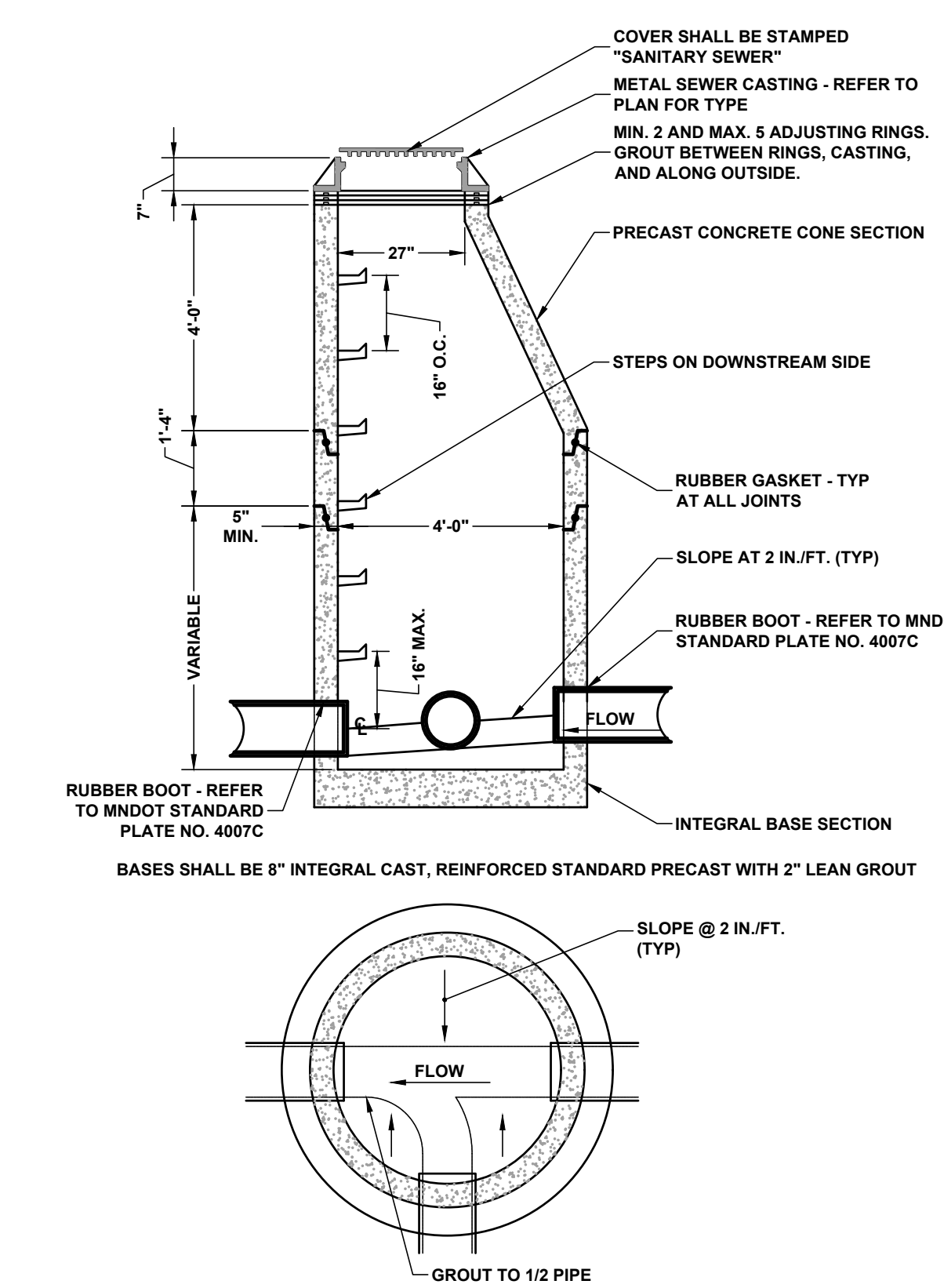
BOLTON & MENK
7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

SALEM HILLS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS
1SD 199, INVER GROVE HEIGHTS SCHOOLS
5899 Babcock Trail
Inver Grove Heights, MN, 55077

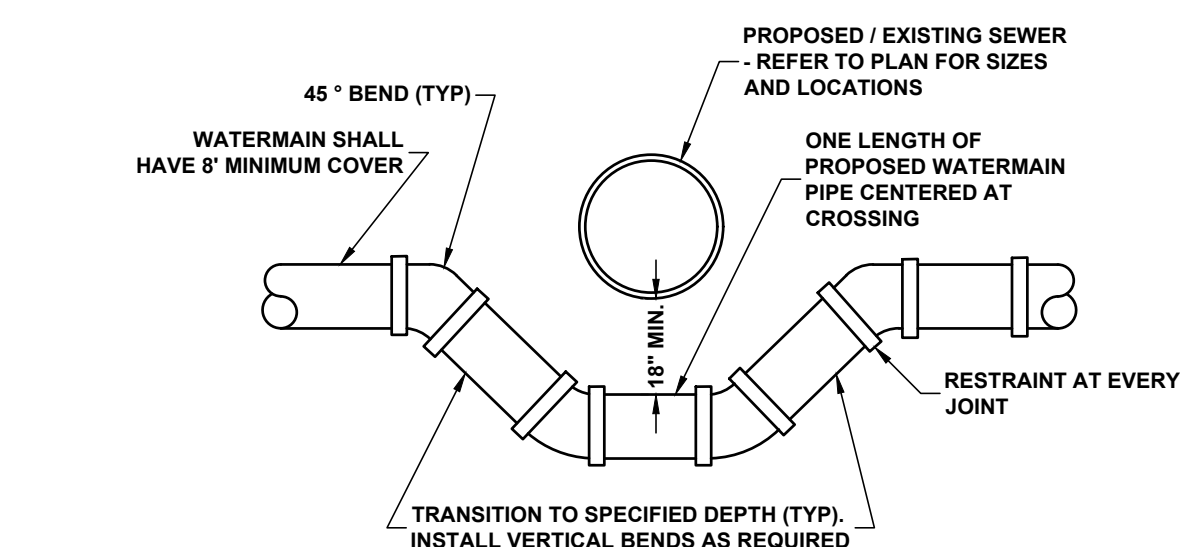
Sheet
C2.1



1 C2.2 STORMWATER PRETREATMENT STRUCTURE

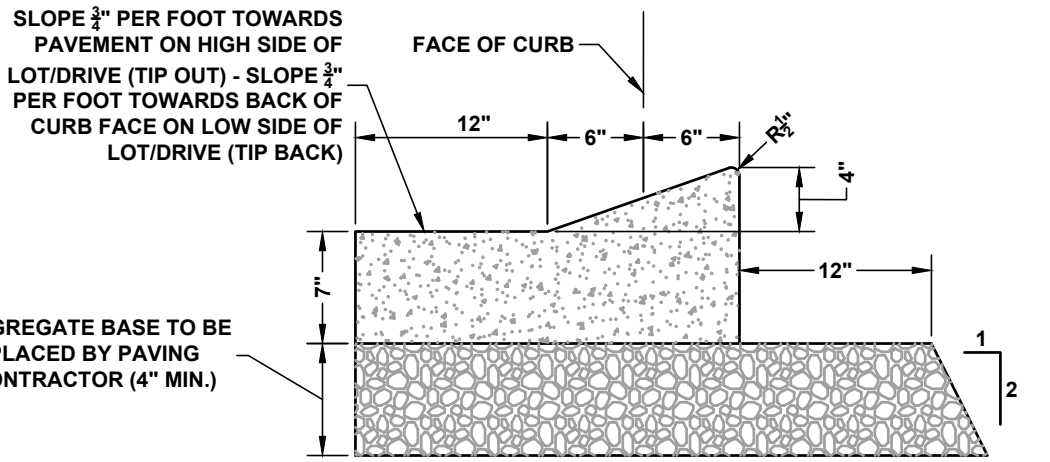


2 C2.2 WATERMAIN OFFSET

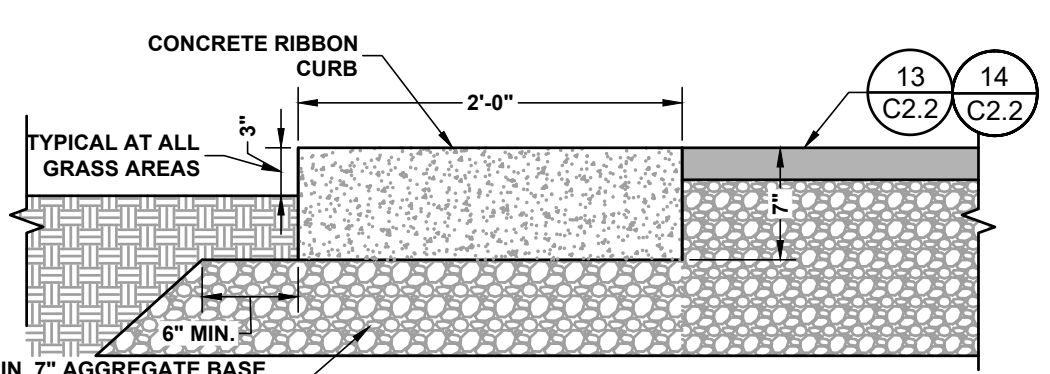


3 C2.2 WATERMAIN OFFSET

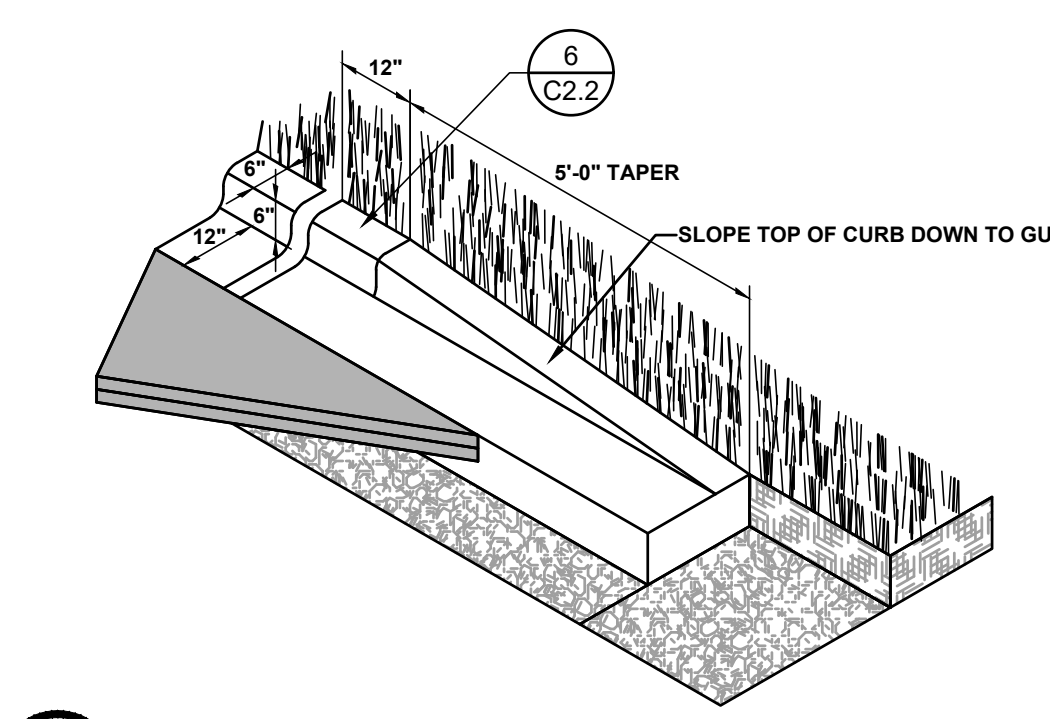
6 C2.2 B-612 CURB AND GUTTER



7 C2.2 D-412 CURB & GUTTER

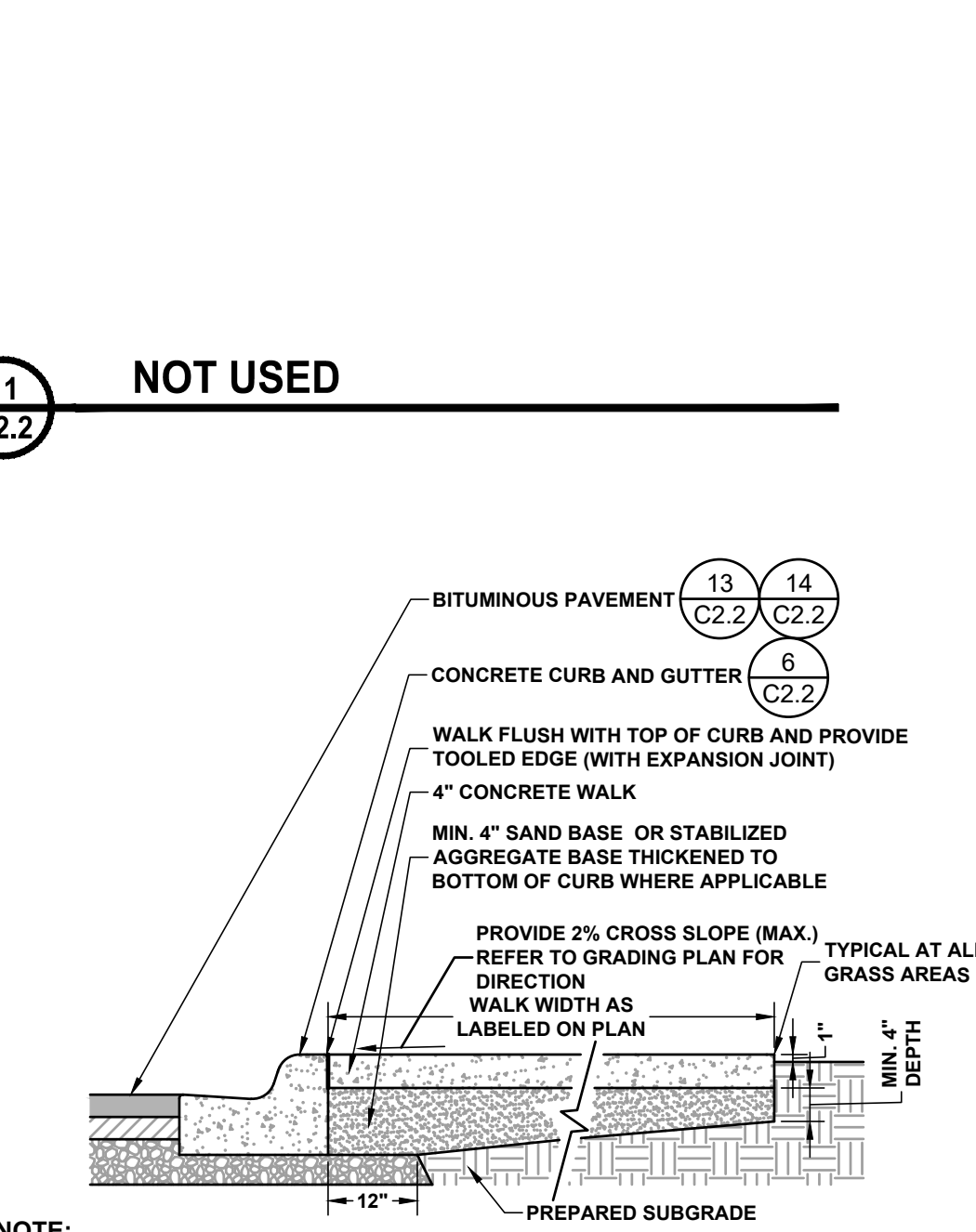


8 C2.2 CONCRETE RIBBON CURB

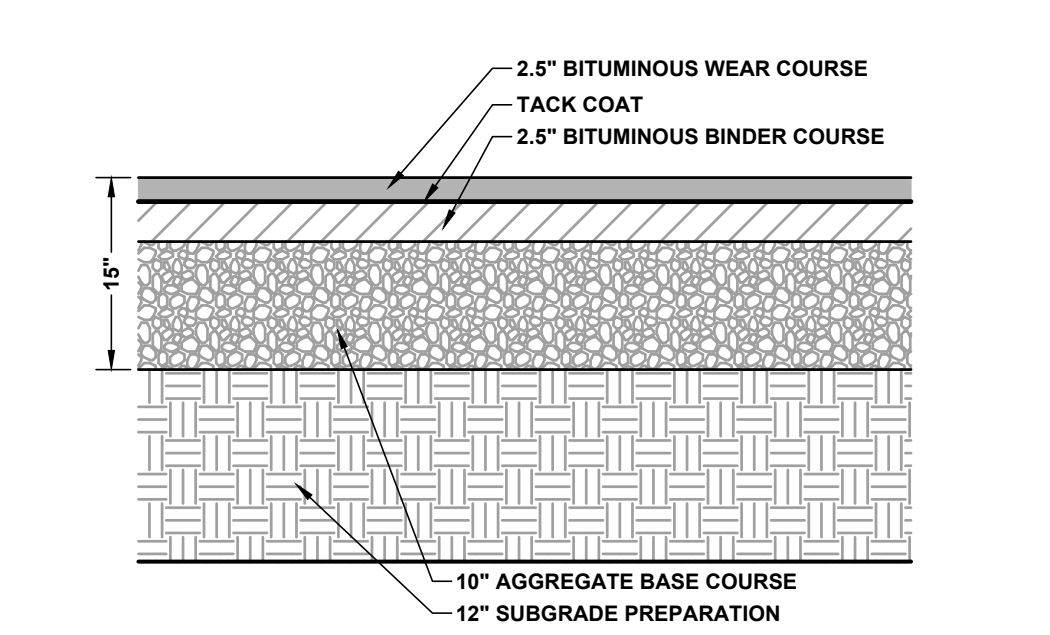


9 C2.2 B-612 CURB TERMINATOR

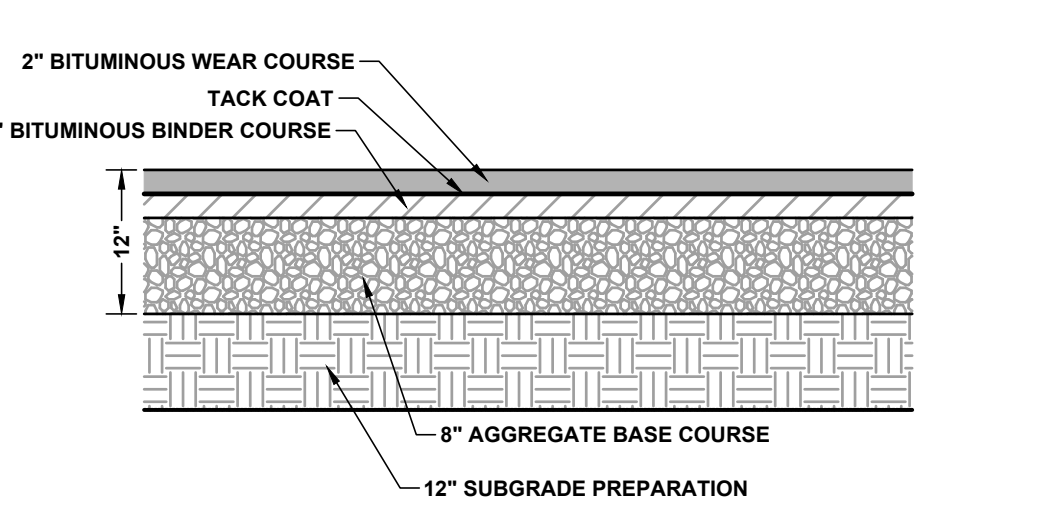
10 C2.2 CURB TRANSITION D-412 TO B-612



12 C2.2 CONCRETE WALK



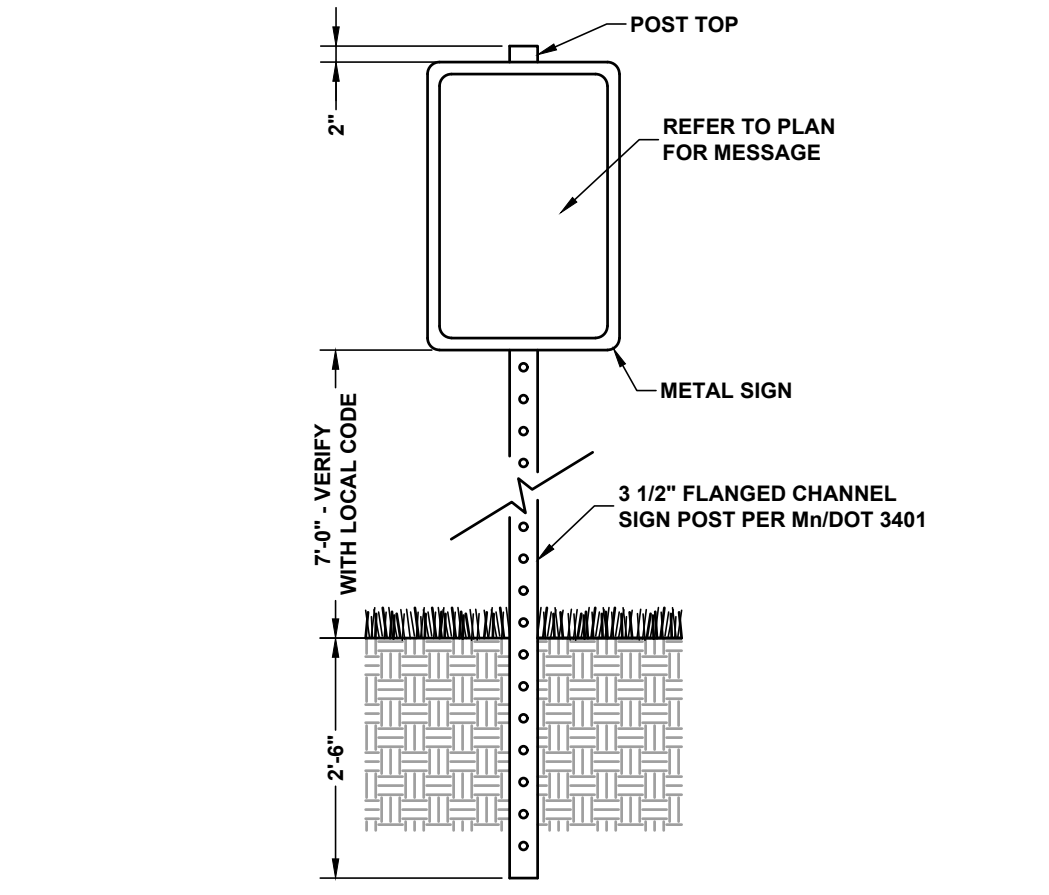
13 C2.2 HEAVY DUTY BITUMINOUS PAVEMENT



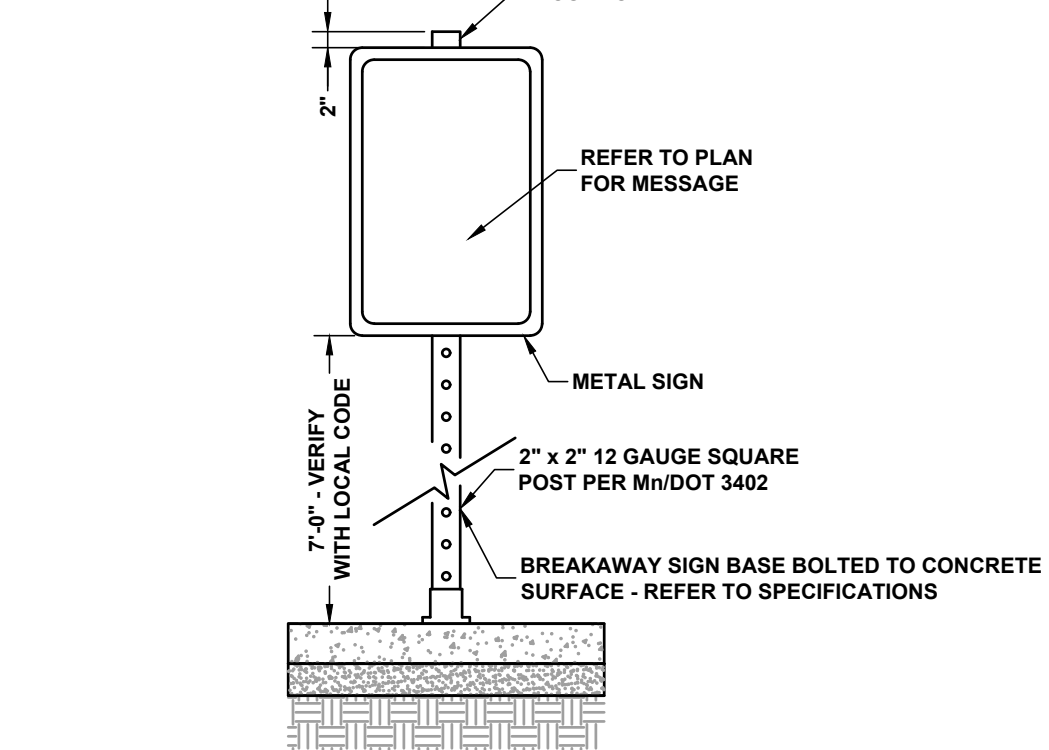
14 C2.2 MEDIUM DUTY BITUMINOUS PAVEMENT



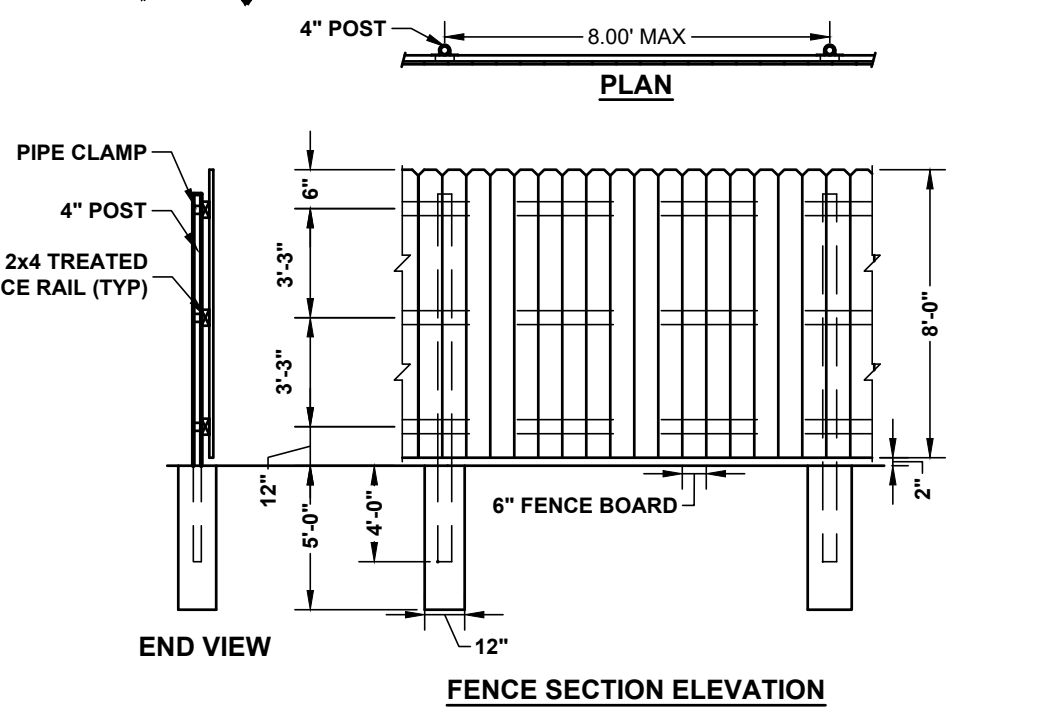
15 C2.2 ACCESSIBLE PARKING SIGN AND POST WITH BOLLARD



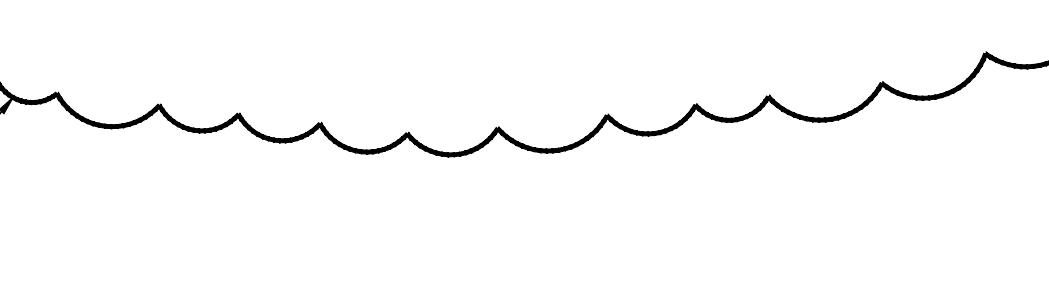
16 C2.2 TRAFFIC SIGN AND POST IN GRASS



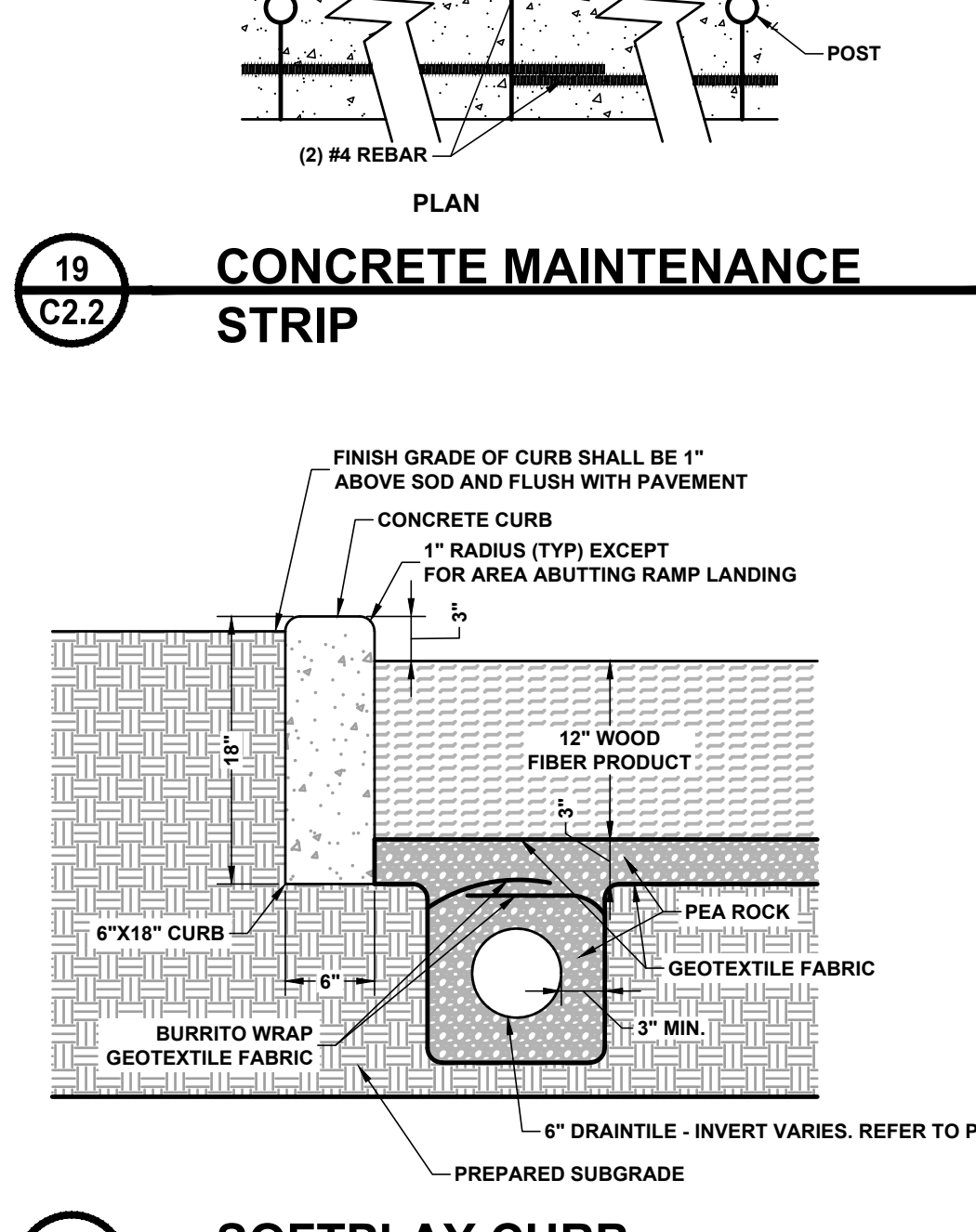
17 C2.2 TRAFFIC SIGN AND POST WITH BREAKAWAY SIGN BASE



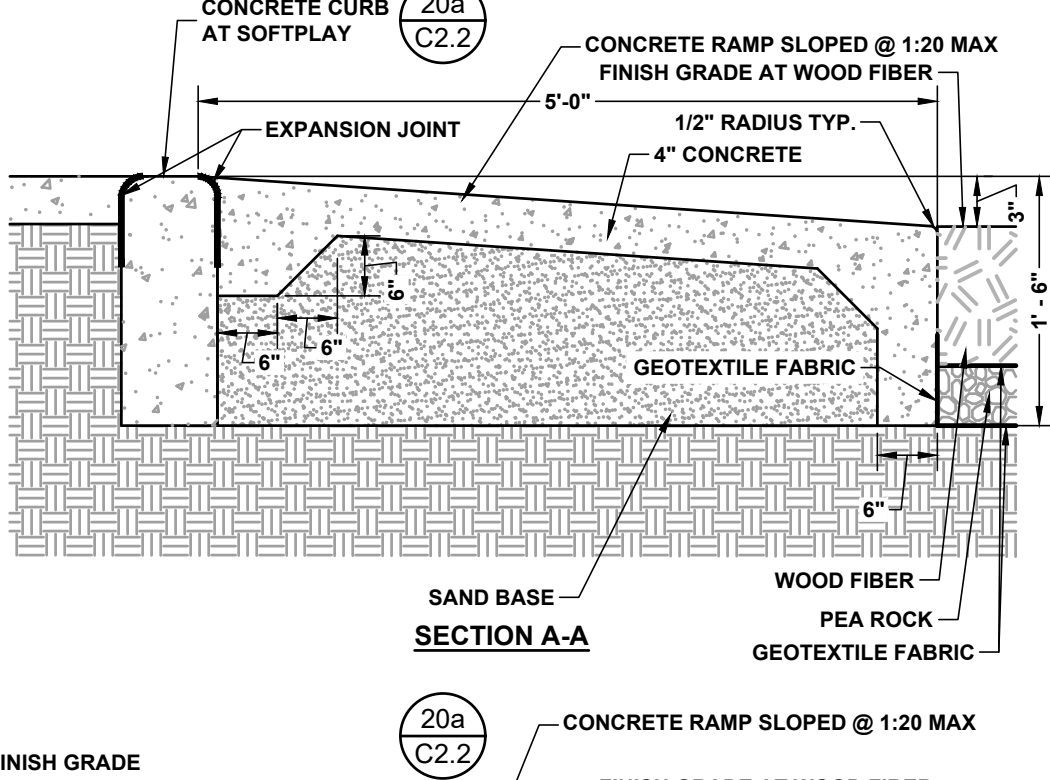
18 C2.2 8' PRIVACY FENCE



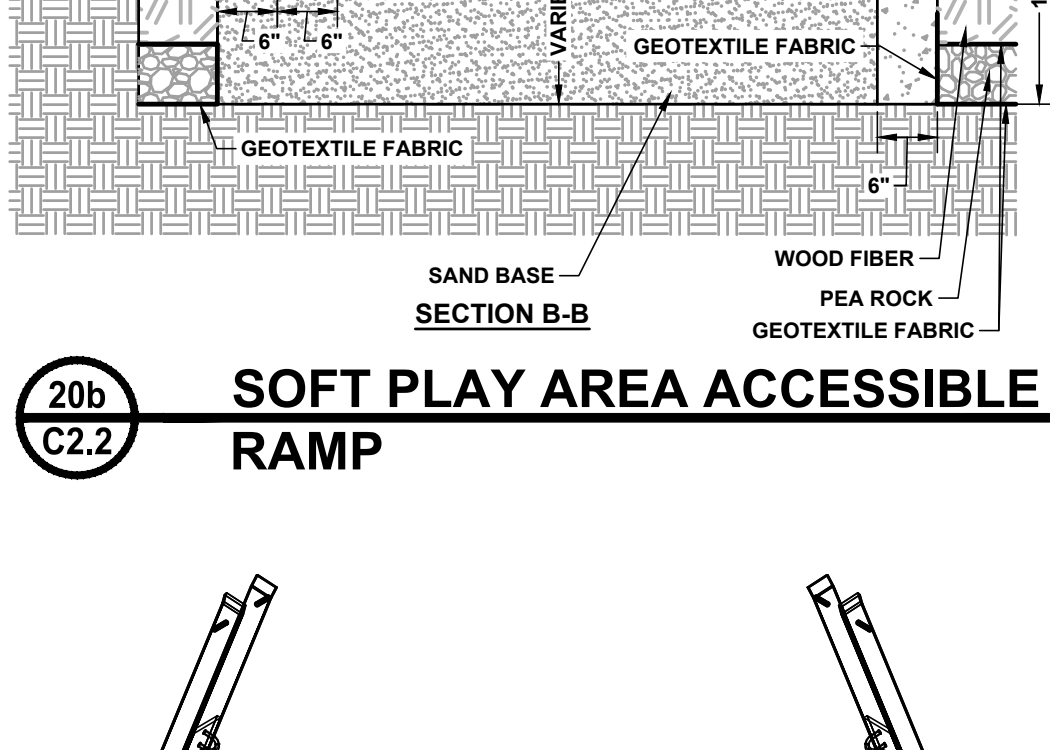
19 C2.2 CONCRETE MAINTENANCE STRIP



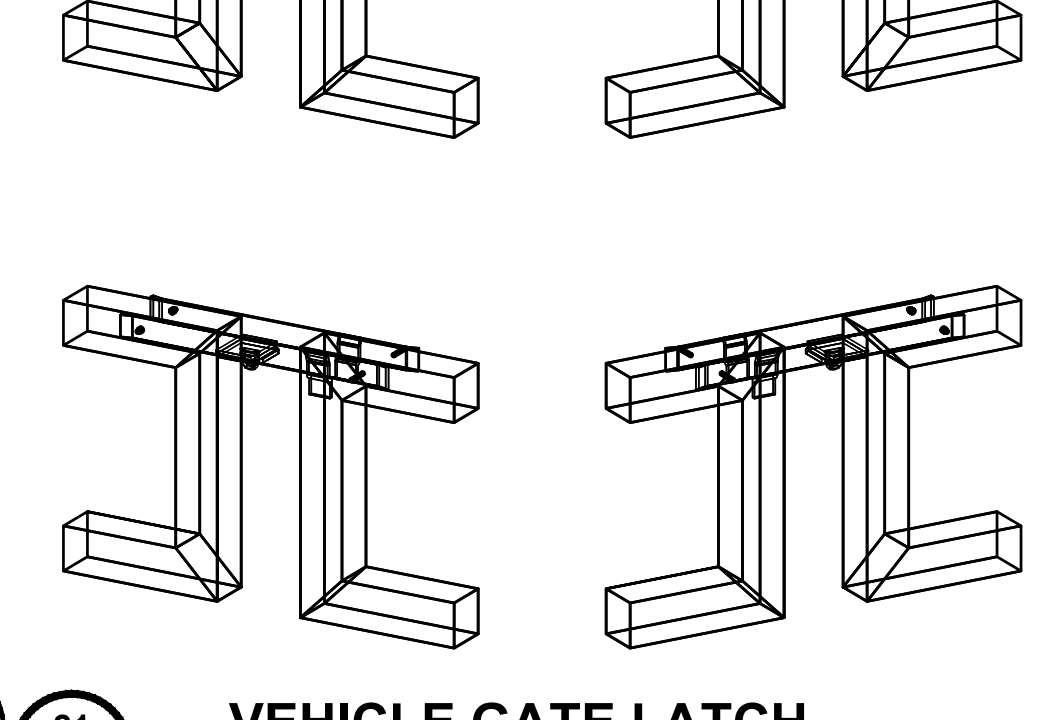
20a C2.2 SOFTPLAY CURB



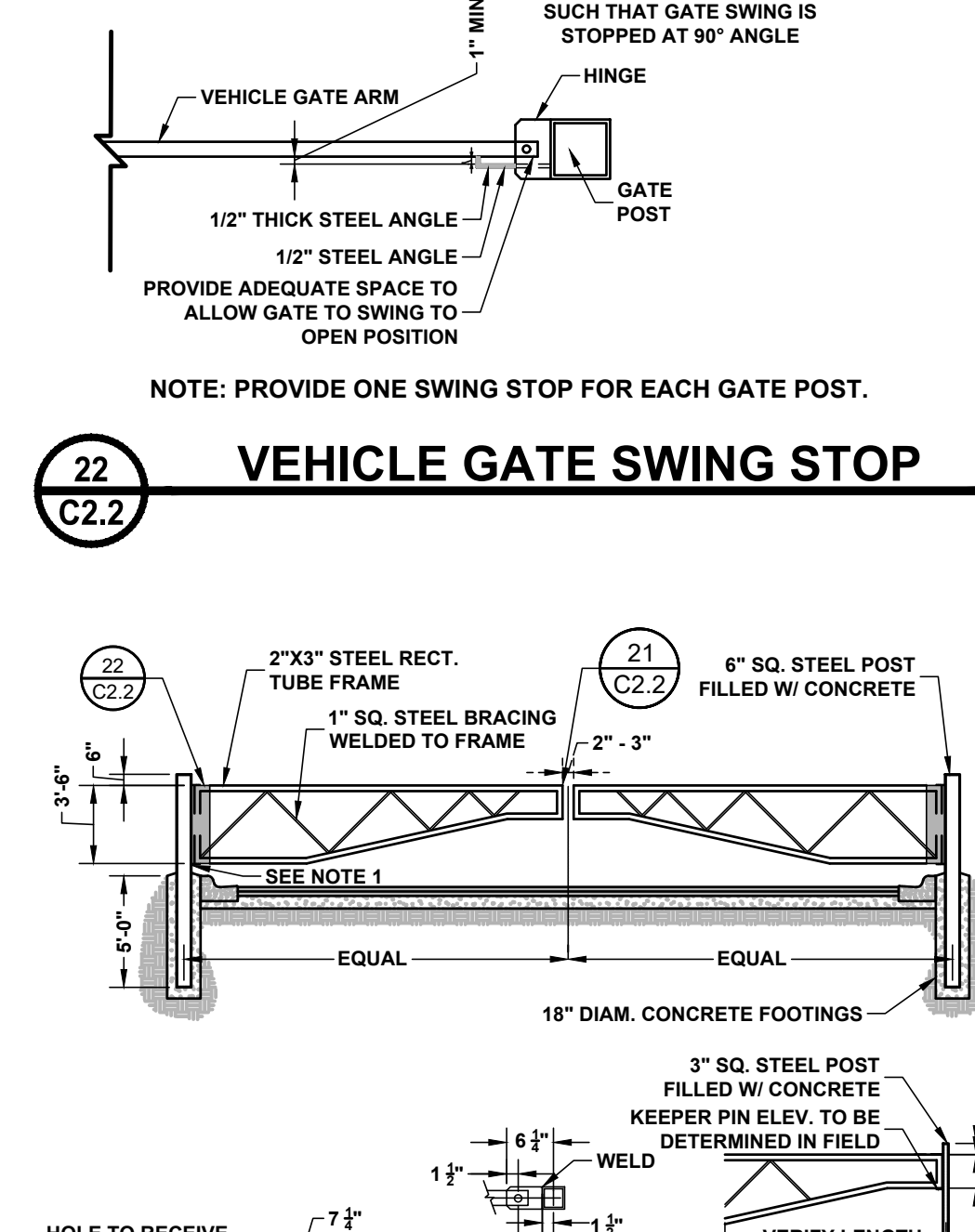
20b C2.2 SOFT PLAY AREA ACCESSIBLE RAMP



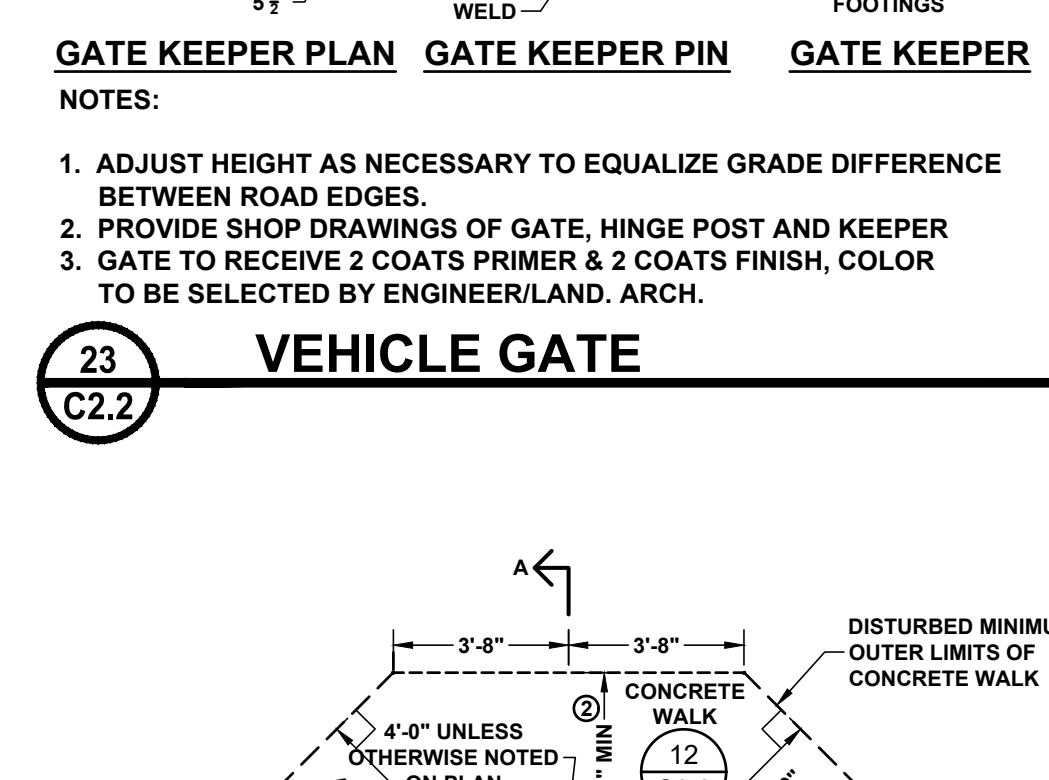
21 C2.2 VEHICLE GATE LATCH



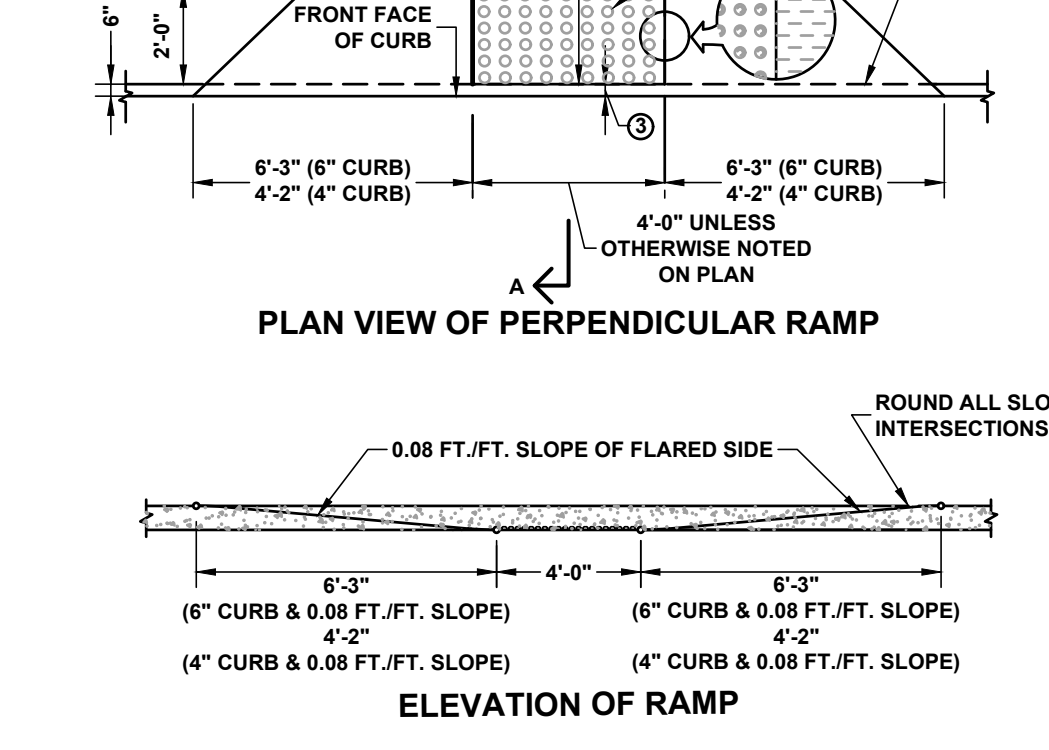
22 C2.2 VEHICLE GATE SWING STOP



23 C2.2 VEHICLE GATE



24 C2.2 PEDESTRIAN CURB RAMP



Project No.	04/11/2022
Date	04/22/2022
Drawn By	DAVID A. REY
Checked By	DAVID A. REY
Reviewed By	DAVID A. REY

SITE DETAILS

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

DAVID A. REY

Reg. No. 40180 Date 04/25/2022

BOLTON & MENK

7575 GOLDEN VALLEY ROAD, SUITE 200
MINNEAPOLIS, MN 55427

SALEM HILLS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

150 199 INVER GROVE HEIGHTS SCHOOLS
5890 Babcock Trail
Inver Grove Heights, MN 55077

C2.2

**IMPROVEMENT AGREEMENT
RELATING TO 5899 BABCOCK TRAIL,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT RELATING TO PROPERTY AT 5899 BABCOCK
TRAIL, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS IMPROVEMENT AGREEMENT RELATING TO PROPERTY AT 5899 BABCOCK TRAIL, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (Agreement) is made and entered into on the 14th day of November, 2022, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and and Independent School District #199, a Minnesota public school corporation (hereinafter called “ISD #199”) identified herein.

RECITALS:

WHEREAS, ISD #199 has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires grading, drainage, erosion and sediment control, the installation of storm water improvements, vegetation establishment, and parking lot and driveway paving.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That ISD #199 enter into this Improvement Agreement, which contract defines the work which ISD #199 undertakes to complete; and
2. ISD #199 shall have the City named as a co-obligee on the Payment and Performance Bonds that the contractor files with ISD #199.

WHEREAS, ISD #199 has filed four (4) complete sets of the Development Plans with the City.

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

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and ISD #199 agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 ISD #199. "ISD #199" means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

1.4 Owner. "Owner" means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

1.5 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and ISD #199.

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council

- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the ISD #199 Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 ISD #199 Improvements. "ISD #199 Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.16 ISD #199 Public Improvements. "ISD #199 Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". ISD #199 Public Improvements are improvements to be constructed by the ISD #199 within public right-of-way or public easements and which are to be approved and later accepted by the City. ISD #199 Public Improvements are part of ISD #199 Improvements.

1.17 ISD #199 Default. "ISD #199 Default" means and includes, individually and collectively, any of the following or any combination thereof, subject to Force Majeure:

- a.) failure by ISD #199 to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by ISD #199 to timely construct the ISD #199 Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of ISD #199 Warranties.

1.18 Force Majeure. "Force Majeure" means (i) an earthquake, hurricane, tsunami, tornado, flood, or other weather conditions of unusual severity or duration or other similar natural catastrophe, (ii) a building moratorium or other governmental prohibition or restriction on construction that prohibits or restricts construction, (iii) a riot, insurrection, terrorist act, or war, (iv) circumstances adversely affecting the availability or delivery of materials or the performance of work including, without limitation, excessive rain or other weather events that may not constitute

flood or catastrophic events yet, nevertheless, result in stoppages of work or delays in the performance of construction, (v) strikes, lockouts or other labor disputes, (vi) actions or inaction (when action is required) of governmental authorities, (vii) fires or other casualties, or (viii) other causes or occurrences which are outside the control of the party whose obligation is delayed and could not be avoided by the exercise of due care on the part of such party.

1.19 ISD #199 Warranties. "ISD #199 Warranties" means that ISD #199 hereby warrants and represents the following:

- A. **Authority.** ISD #199 has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of ISD #199 to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** ISD #199 is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. ISD #199 is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by ISD #199 or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** ISD #199 has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and ISD #199 Improvements; and ISD #199 is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** ISD #199 will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and ISD #199 Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of ISD #199 threatened against or affecting ISD #199 or the Subject Property or the Development Plans or ISD #199 Improvements. ISD #199 is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by ISD #199 or made in any exhibit hereto or memorandum or writing furnished or to be furnished by ISD #199 or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

- G. Warranty on Proper Work and Materials.** ISD #199 warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, ISD #199 shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by ISD #199 shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of ISD #199 to repair and correct any damage to or deficiency with respect to such improvements.

- H. Obtaining Permits.** ISD #199 shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before ISD #199 Improvements may be lawfully constructed.

- I. Fee Title/Ownership Interest.** ISD #199, owns fee title to the Subject Property.

1.20 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

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

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

If to City:

City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**If to ISD #199
or Owner:**

Independent School District 199
Attention: Heather Aune, Director of Business Services

2990 80th Street East
Inver Grove Heights, MN 55076

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

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3

ISD #199 IMPROVEMENTS

3.1 ISD #199 Improvements. ISD #199 shall install, at its own cost, ISD #199 Improvements in accordance with the Development Plans. ISD #199 Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which ISD #199 Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as ISD #199 Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. ISD #199 shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by ISD #199 and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of ISD #199.

3.3 Grading/Drainage Plan. ISD #199 shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that ISD #199 fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare ISD #199 in default pursuant to Article 11.

3.4 Area Restoration. ISD #199 shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, ISD #199 shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. ISD #199 shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. ISD #199 shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. ISD #199 shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, ISD #199 shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. ISD #199 shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. ISD #199 shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of ISD #199 to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by ISD #199. ISD #199 shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of ISD #199.

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **ISD #199 PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by ISD #199 to design, construct or install any ISD #199 Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to ISD #199 Public Improvements shall be in accord with the Development Plans. ISD #199 shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. ISD #199 shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any ISD #199 Public Improvements.

6.3 Inspection. PWD or its designated representative shall periodically inspect the work installed by ISD #199, its contractors, subcontractors or agents. ISD #199 shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. ISD #199 shall fully and faithfully comply with all terms of any and all contracts entered into by ISD #199 for the installation and construction of all of the ISD #199 Public Improvements; and ISD #199 shall obtain lien waivers. Within thirty (30) days after Formal Notice, ISD #199 agrees to repair or replace, as directed by the City and at ISD #199's sole cost and expense, any work or materials relating to ISD #199 Public Improvements that within the warranty periods of Section 1.19(G) become defective or are not in compliance with the warranty provisions contained therein in the opinion of the City.

6.5 City Acceptance. ISD #199 shall give Formal Notice to the City within thirty (30) days once ISD #199 Public Improvements have been completed in accord with this Improvement Agreement and the ordinances, City standards and specifications and the Improvement Agreement. The City shall then inspect ISD #199 Public Improvements and notify ISD #199 of any ISD #199 Public Improvements that do not so conform. Upon compliance with this Improvement Agreement and City ordinances, standards and specifications, the City shall so notify ISD #199 in writing and the Development Plans, ISD #199 Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City.

After acceptance, ISD #199 Public Improvements become the property of the City, and ISD #199 shall have no responsibility with respect to maintenance of ISD #199 Public Improvements except as provided in Section 1.19(G) and except as provided in the following documents between the City and ISD #199 and Owner:

- Storm Water Facilities Maintenance Agreements

If ISD #199 Public Improvements do not conform, Formal Notice shall be given to ISD #199 of the need for repair or replacement in reasonable detail or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as-built" drawings of ISD #199 Improvements shall be provided by ISD #199 in accordance with City standards no later than 90 days after completion and acceptance of ISD #199 Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and ISD #199 shall pay for it. The following information is required to be shown on the record plans:

1. All as-built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as-built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as-built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and Invert elevations on all manholes and catch basins.
7. Apron invert elevations on all Flared End Structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. If a final plat is being approved, then a copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
12. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 11).
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
15. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant

Geodatabase template will be made available by the City which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the City for acceptance.

ARTICLE 7

RESPONSIBILITY FOR COSTS

7.1 ISD #199 Improvement Costs. ISD #199 shall pay for ISD #199 Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. ISD #199 shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. ISD #199 shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. ISD #199 shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8

ISD #199 WARRANTIES

8.1 Statement of ISD #199 Warranties. ISD #199 hereby makes and states ISD #199 Warranties.

ARTICLE 9

CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10

INDEMNIFICATION OF CITY

10.1 Indemnification of City. ISD #199 shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities,

damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by ISD #199 of ISD #199 Warranties;
- b.) failure of ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City ordinances, standards and specifications, subject to Force Majeure;
- c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement, subject to Force Majeure;
- d.) failure by ISD #199 to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by ISD #199 to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct ISD #199 Improvements and;
- h.) construction of ISD #199 Improvements; and
- i.) delays in construction of ISD #199 Improvements, subject to Force Majeure.

10.2 NOTICE. Within a reasonable period of time after the City's receipt of actual notice of any matter giving rise to a right of payment against the City pursuant to Section 10.1, the City shall give the Formal Notice in reasonable detail to ISD #199. ISD #199 shall not be obligated to make any payment to the City for any such claim until the passage of thirty (30) days from the date of its receipt of Formal Notice from the City, during which time ISD #199 shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

10.3 DEFENSE OF CLAIM. With respect to claims or demands asserted against the City by a third party of the nature covered by Sections 10.1 and 10.2 above, provided that the City gives Formal Notice thereof, ISD #199 will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the City in its reasonable discretion; ISD #199 will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the City shall at all times also have the right to fully participate in the defense at the City's expense. If ISD #199 fails to defend, the City shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of ISD #199.

ARTICLE 11
CITY REMEDIES UPON ISD #199 DEFAULT

11.1 City Remedies. If a ISD #199 Default occurs, the City shall give ISD #199 Formal Notice of the ISD #199 Default and ISD #199 shall have thirty (30) days to cure the ISD #199 Default unless thirty (30) days is not practicable for ISD #199 to cure the ISD #199 Default, in which case ISD #199 shall be given a reasonable time, as determined by the City, to cure the default provided ISD #199 has commenced a suitable cure within the initial thirty (30) days. If ISD #199, after Formal Notice to it by the City, does not cure ISD #199 Default within the time provided, then the City may avail itself of any remedy afforded by law or in equity and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City until ISD #199 Default is cured;
- c.) the City may collect on the engineering escrow amount pursuant to Article 12 hereof to the extent necessary to cure ISD #199 Default;
- d.) the City may suspend or deny building permits for buildings within the Subject Property until ISD #199 Default is cured;
- e.) the City may, at its sole option, perform the work or improvements to be performed by ISD #199, in which case ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess against the Subject Property, any of the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.
- f.) City may collect on the payment and performance bond filed by the contractor.
- g.) The City may certify to the County the amount owed to be imposed upon the Subject Property and to be collected in a manner in the next calendar year under Minn. Stat. § 444, similar to certifications for unpaid utility bills.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by ISD #199 and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to ISD #199 in case of a ISD #199 Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving ISD #199 a thirty (30) day period to cure the ISD #199 Default, in the event of an emergency as determined by the Director of PWD, resulting from the ISD #199 Default, the City may perform the work or improvement to be performed by ISD #199 without giving any notice or Formal Notice to ISD #199 and without giving ISD #199 the thirty (30) day period to cure the ISD #199 Default. In such case, ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the Subject Property for the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ENGINEERING ESCROW**

12.1 Escrow Requirement. Prior to ISD #199 beginning construction of ISD #199 Improvements and prior to obtaining any permits for grading, ISD #199 shall deposit with the City a cash deposit for the amount stated in **Exhibit E**.

ARTICLE 13 **PAYMENT AND PERFORMANCE BOND**

13.1 Co-Obligee on Payment and Performance Bond. Prior to ISD #199 beginning construction of improvements, and prior to obtaining any permits for grading, ISD #199 agrees to name the City as a co-obligee on the payment and performance bond it obtains in connection with the construction of ISD #199 Improvements. ISD #199 further agrees to name the City as an

additional insured on the insurance policy it obtains in connection with the construction of ISD #199 Improvements.

ARTICLE 14 **MISCELLANEOUS**

14.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any ISD #199 Improvements.

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

14.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and ISD #199 shall provide and execute any and all documents necessary to implement the recording.

14.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner and ISD #199. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner and ISD #199 in the Subject Property.

14.5 Contract Assignment. ISD #199 and Owner may not assign this Improvement Agreement without the written permission of the Council, which approval will not be unreasonably withheld so long as no ISD #199 Default then exists. ISD #199's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

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

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

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

14.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

14.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon ISD #199 are inconsistent, then that provision or term which imposes a greater and more demanding obligation on ISD #199 shall prevail.

14.11 Access to City. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of ISD #199 Improvements.

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of November, 2022, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**ISD #199:
INDEPENDENT SCHOOL DISTRICT #199**

By: _____
Matt Schaefer
Its: School Board Chair

By: _____
Carrie Lounsberry
Its: School Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____ 2022, before me a Notary Public within and for said County, personally appeared Matt Schaefer and Carrie Lounsberry to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Matt Schaefer and Carrie Lounsberry acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, Township 28, Range 22 described as follows:

Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.

AND

That part of the SE $\frac{1}{4}$ of Section 32, Township 28, Range 22 described as follows:

Commencing at a point in the center of State Aid Road No. 73 or Babcock Trail (so called) said point being 715 feet North and 602.9 feet West of the Southeast corner of Section 32, Township 28, Range 22, thence North 72 degrees 27 minutes West 360.5 feet, thence North 14 degrees 30 minutes East 75 feet, thence South 78 degrees 05 minutes East 369.2 feet to the center of the aforesaid road, thence South 21 degrees West along the center of said road 75 feet to the point of beginning, Dakota County, Minnesota. (Abstract Property)

Dakota County Tax Parcel Identification Number: 20-03210-79-071

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Existing Conditions Plan Sheets C1.S Page 1 & Page 2	4/25/2022	Bolton & Menk
Grading, Drainage and Erosion Control Plan Sheets C1.3 and C1.5-C1.8	4/25/2022	Bolton & Menk
Stormwater Facilities Plan Sheets C1.3 and C2.1-C2.2	4/25/2022	Bolton & Menk
Parking Lot and Driveway Reconfiguration Plan Sheets C1.2, C1.2a, & C1.2b	4/25/2022	Bolton & Menk
Utility Plan Plan Sheet C1.4	7/13/2022	Bolton & Menk

The above-listed Development Plans were last revised on November 2, 2022.

The above-listed Development Plans were approved by the Director of Public Works on November 4, 2022.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer and/or Director of Public Works.

EXHIBIT C
ISD #199 IMPROVEMENTS

The items checked with an "X" below are the ISD #199 Improvements.

The items checked with "Public" below are those ISD #199 Improvements that are ISD #199 - Public Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	06/30/24	completion of site grading, drainage, erosion control and sediment control
X	06/30/24	completion of private stormwater facilities (including pond, dry basins, pipes, culverts, two underground filtration storage systems, and storm sewer)
X	06/30/24	Parking lot paving and driveway paving
X	06/30/24	vegetation establishment and landscaping
X	06/30/24	certified as-builts

The City's Director of Public Works may extend the dates contained in this Exhibit C.

All the ISD #199 Improvements listed above are private ISD #199 Improvements, and not ISD #199 Public Improvements.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE ISD #199 BEGINS CONSTRUCTION OF ISD #199 IMPROVEMENTS ON THE SUBJECT PROPERTY.** Before ISD #199 begins construction of ISD #199 Improvements on the Subject Property, all the following conditions must be satisfied:

- a.) ISD #199 and Owner must execute this Improvement Agreement.
- b.) ISD #199 must provide a cash deposit for the amount stated on **Exhibit E** of this Improvement Agreement.
- c.) ISD #199 must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and ISD #199 must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of **Exhibit E**.
- d.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
- e.) ISD #199 and/or Owner must execute and record the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
- f.) ISD #199 must obtain from Dakota County a commercial access permit for the driveway from the adjoining public county road.
- g.) Prior to ISD #199 beginning construction of improvements, and prior to obtaining any permits for grading, ISD #199 agrees to name the City as a co-obligee on the payment and performance bond it obtains in connection with the construction of ISD #199 Improvements. ISD #199 further agrees to name the City as an additional insured on the insurance policy it obtains in connection with the construction of ISD #199 Improvements.

2. **CONDITIONS TO BE SATISFIED BY JUNE 30, 2024.** By June 30, 2024, all the following conditions must be satisfied:

- a.) All the conditions in paragraph 1 of this Exhibit D have been met.
- b.) Completion of site grading, drainage, erosion control and sediment control
- c.) Completion of private stormwater facilities (including dry basins, pipes, culverts,

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

two underground filtration storage systems, and storm sewer)

- d.) Completion of parking lot paving and driveway paving
 - e.) Completion of vegetation establishment and landscaping
 - f.) Completion of certified as-builts
- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property, ISD #199 is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into city streets or that may fall from delivery trucks onto adjoining private properties or city streets. Further, during construction, the ISD #199 must clear the city streets of any dirt or other earthen material that may fall onto the city streets from the delivery trucks that are being used in the excavation and grading of the site.
- 4.) **HOURS FOR CONSTRUCTION ACTIVITIES.** Unless otherwise authorized by the Director of Public Works, the following work and activities on the Subject Property shall only occur between the hours of 7:00 a.m. to 7:00 p.m. on Monday through Saturday:
- Construction of buildings, structures, streets, utilities, retaining walls
 - Excavation and grading
 - Noise that is audible outside the Subject Property boundaries from tools, machinery or equipment being used within the Subject Property boundaries

Such activities or construction must not occur on Sunday or any legal holiday.

EXHIBIT E
ENGINEERING ESCROW
FOR ISD #199 IMPROVEMENTS

ISD #199 shall deposit \$20,000 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for review and analysis by Barr Engineering of the ISD #199 Improvements and for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, ISD #199 Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, and stormwater facilities, and landscaping on the Subject Property and failures, if any, of ISD #199 to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return the remaining balance of the Engineering Escrow Amount to ISD #199 when all the following events have occurred:

- a.) Upon satisfactory completion of ISD #199 Improvements as determined by the Director of PWD;
- b.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, stormwater facilities or landscaping or maintenance obligations for stormwater facilities exceed the initially deposited \$20,000 Engineering Escrow Amount, ISD #199 is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES RELATED TO PROPERTY AT
5899 BABCOCK TRAIL,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of November, 2022, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Independent School District #199, a Minnesota public school corporation (hereafter referred to as Landowner and Responsible Owner).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

Landowner is the current Responsible Owner.

1.5 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future filtration basins, pretreatment manhole structures, rain gardens, manholes, culverts, reinforced spillways, wet detention basins, clay liners, storm sewer pipes, inlets, control outlet structures, valves, treatment manholes, riprap, catch basins, ditch checks, drainage swales, surface skimmer discharge system, dewatering apparatus, planting palette and related stormwater appurtenances lying within the Landowner Property.

Any existing or future underground storm water facility and infiltration system, storm water pipes, drainage swales, catch basins, manhole structures, culverts and appurtenances lying within the Landowner Property.

Any existing or future pond or dry basin lying within the Landowner Property.

Any existing or future underground filtration storage systems lying within the Landowner Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means the following certain plans:

Those certain plans dated February 7, 2014 prepared by Architects Rego + Youngquist and approved by the City Engineer on June 2, 2014 which include plan sheets C1.1, C1.2 and C2.1, the HydroCAD Model prepared by Anderson-Johnson Associates, Inc. dated March 11, 2014, the Underground Storm Retention System Operations and Maintenance Plan dated May 5, 2014 and updated June 4, 2014 prepared by Anderson-Johnson Associates, Inc. and any amendments relating thereto approved by the City.

Those certain plans relating to the underground filtration storage systems prepared by Bolton & Menk and dated April 25, 2022; subsequently approved by the Public Works Director on November 4, 2022; and entitled Salem Hills Elementary School Parking Lot Improvements and any amendments related thereto approved by the City.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

The Storm Water Facility Plan is on file with the City.

1.7 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources

dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property located at 5899 Babcock Trail, Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The Storm Water Facilities are located on Landowner Property.

Recital No. 4. The City is willing to approve the development plans in connection with the Landowner Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Storm Water Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to June 30, 2024, Landowner shall construct and install the Storm Water Facilities on the Landowner Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City..

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in

compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced; and
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011; and
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be

responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of

Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable with Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the

Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property.

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Stormwater Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Stormwater Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on its part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) re-construction of the Storm Water Facilities, if needed in the future.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any

remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the development plans for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Responsible Owner consents to the recording of this Agreement.

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

If to City:

City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**If to ISD #199
or Owner:**

Independent School District 199
Attention: Heather Aune, Director of Business Services
2990 80th Street East
Inver Grove Heights, MN 55076

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

5.7 Superseding Effect. The Parties agree that the certain Stormwater Facilities Maintenance Agreement recorded as Document No. 3108185 with the Dakota County Recorder is hereby superseded by this instant Stormwater Facilities Maintenance Agreement dated as first shown above. The Parties agreed that Document 3108185 is no longer in force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF Landowner/Responsible Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of November, 2022, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER/RESPONSIBLE OWNER:
INDEPENDENT SCHOOL DISTRICT #199**

By: _____
Matt Schaefer
Its: School Board Chair

By: _____
Carrie Lounsberry
Its: School Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____ 2022, before me a Notary Public within and for said County, personally appeared Matt Schaefer and Carrie Lounsberry to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Matt Schaefer and Carrie Lounsberry acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of the S ½ of the SE ¼ of Section 32, Township 28, Range 22 described as follows:

Commencing at a point in the center of State Aid Road No. 21 or the German Road (so called) said point being 575 feet north and 656.7 feet west of the southeast corner of section thirty two (32) Township twenty eight (28) Range twenty two (22) thence North 21°East along the center of said road 150 feet, thence North 72° 27' west 360.5 feet, thence North 14°30' east 252 feet, thence north 100 feet, thence west 535.00 feet to a point which is the northwest corner of the property now owned by Otto Klein, thence South 6°15' West 596 feet to a point 575 feet north of the south line of said Section 32, thence East 825.8 feet to the point of beginning, containing 8.51 acres, more or less, according to the Government survey thereof.

AND

That part of the SE ¼ of Section 32, Township 28, Range 22 described as follows:

Commencing at a point in the center of State Aid Road No. 73 or Babcock Trail (so called) said point being 715 feet North and 602.9 feet West of the Southeast corner of Section 32, Township 28, Range 22, thence North 72 degrees 27 minutes West 360.5 feet, thence North 14 degrees 30 minutes East 75 feet, thence South 78 degrees 05 minutes East 369.2 feet to the center of the aforesaid road, thence South 21 degrees West along the center of said road 75 feet to the point of beginning, Dakota County, Minnesota. (Abstract Property)

Dakota County Tax Parcel Identification Number: 20-03210-79-071

EXHIBIT B

OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by December 31. An annual inspection report shall be submitted to the City Engineering Division by December 31st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated



Real People. Real Solutions.

Storm Water Maintenance Manual

Salem Hills Elementary School
5899 Babcock Trail
Inver Grove Heights, MN 55077

Underground Storage System

The following guidelines shall be used to maintain the Underground Storage System post construction:

- ✓ Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

Spring Maintenance (following snow melt)

- ☐ Sweep the parking lots tributary to the Underground Storage (UGS) system. This will minimize the amount of sediment, grits, trash, and debris that enters the UGS system.
- ☐ Vacuum accumulated sediments from the sump of pretreatment row.
- ☐ Should direct access be required, follow local and OSHA rules for confined space entries.

End of Season Maintenance (following leaf drop)

- ☐ Collect leaves from lawn and parking lot areas. Mulching within 50' of the UGS is not advised.
- ☐ Sweep the parking lots tributary to the Underground Storage (UGS) system. This will minimize the amount of sediment, grits, trash, leaf litter, lawn clippings, and debris that enters the UGS system.
- ☐ Vacuum accumulated sediments from the sump of pretreatment row.
- ☐ Should direct access be required, follow local and OSHA rules for confined space entries.

Filtration & Infiltration Basin

The following guidelines shall be used to maintain the Filtration and/or Infiltration Basin post construction:

- ✓ Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

Spring Maintenance (prior to vegetation growth)

- ☐ Remove trash, litter, and other debris.
- ☐ Remove silt or other soil deposits from the bottom of the basin. Work shall be done by hand with a shovel, spade, and bucket to remove the undesired materials.

Early Summer Maintenance (early to mid-June)

- ☐ Remove weeds. Weed removal is critical before weeds go to seed. Weeds should be removed by hand to physically remove and discard the plant and root materials.
- ☐ Repair erosion or rivulets occurring on side slopes to the basin. Sediment that is deposited in the bottom of the basin will clog the surface and prevent infiltration.

End of Season Maintenance (following leaf drop)

- ☐ Remove trash, litter, and other debris.
- ☐ Blow leaves from Areas. Leaf removal should be done during dry periods to effectively remove leaves.

Underground Storm Retention System Operations and Maintenance Plan

2014 INVER GROVE HEIGHTS
SALEM HILLS ELEMENTARY
SCHOOL ISD #199

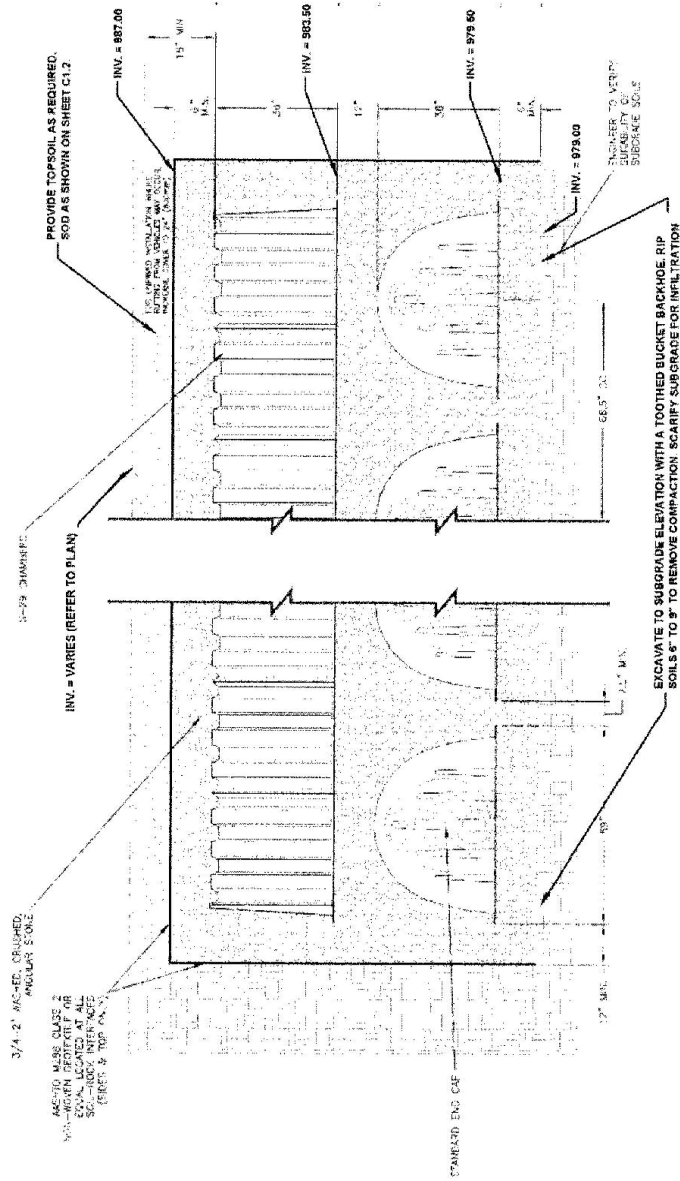
May 5, 2014
Updated : June 4, 2014

ANDERSON - JOHNSON
ASSOCIATES,
INC. 
LANDSCAPE ARCHITECTURE • SITE PLANNING • CIVIL ENGINEERING

Stormwater Best Management Practice Operations and Maintenance Plan

Property Address: 5899 Babcock Trail, Inver Grove Heights, MN

Underground Storm Retention System



Inspection Activities

- 1) Maintenance Activities
- 2) Self-Inspection
- 3) Maintenance Record

Inspection Activities -- Underground Storm Retention System

Inspection Activity	Inspection Frequency	Outcomes/Actions
1. Visual inspection for trash and debris around inlet structure	Weekly and following large storm events	School staff shall clear trash and debris.
2. Sediment accumulation in inlet structure	Monthly and following large storm events	School staff shall remove sediment when drainage capabilities are reduced.
3. Inspect outlet structural components	Weekly and following large storm events	School staff is to remove debris that is plugging or obstructing the opening.
4. Visually inspect OCS 1 through access risers	Quarterly and following large storm events	School staff is to determine if/when cleaning should be scheduled.
5. The owner is to submit a copy of all inspections to the City	Annually submit all inspection activities to the City Engineer by January 1.	Provide the City Engineer with inspection reports. City of Inver Grove Heights, 8150 Barbara Ave, MN 55077

** For additional information, see MPCA Stormwater Manual
http://stormwater.mn.state.mn.us/index.php/Main_Page

Maintenance Activities -- Underground Storm Retention System

Maintenance Activity	Frequency	Procedure	Maintenance by
1. Trash and debris removal from inlet structures and immediate surroundings	Weekly as per inspection	Handwork	By Owner unless specified
2. Erosion repair	As needed	Handwork	By Owner unless specified
3. Repair structural components	As needed per annual inspection	Dependent on type of damage. Repair structure per manufacture's recommendations.	By Owner unless specified
4. Remove debris and sediment	As needed per quarterly inspection	Schedule cleaning. Confined space entry and OSHA regulations must be followed.	By Owner unless specified

** For additional information, see MPCA Stormwater Manual
https://stormwater.pca.state.mn.us/index.php/Main_Page

Underground Storm Retention System Property Owner Self Inspection and Maintenance Record

BMP ID		Location : Salem Hills Elementary School	
Owner			
Inspection Date		Inspector	

	Comments and location:
Trash/Debris	Yes/No
Erosion	Yes/No
Sediment	Yes/No
Vegetation Repair	Yes/No
Additional Inspection Comments - dewatering, weed types, specific vegetation needs, etc.	

Maintenance Required	Yes/No	Immediate Maintenance Required	Yes/No
Maintenance completed date		Maintenance Contractor	
Maintenance Comments:			

Please keep this self inspection record on site. Submit a copy to:

Thomas Kaldunski, City Engineer
City of InverGrove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed



Real People. Real Solutions.

7575 Golden Valley Road
Suite 200
Minneapolis, MN 55427

Ph: (763) 544-7129
Bolton-Menk.com

MEMORANDUM

Date: November 8, 2022
To: Allan Hunting, City of Inver Grove Heights
From: David Rey, P.E.
Subject: Salem Hills Elementary School Site Improvements
ISD 199 – Inver Grove Heights Schools
Project No.: 0V1.125802
cc: Dave Bernhardson, ISD 199 Inver Grove Heights Schools

Pursuant to a request made by the City of Inver Grove Heights in advance of the November 14 City Council meeting, the following is a summary of efforts made to address neighborhood concerns since the City Council meeting held on May 23, 2022.

During the May 23, 2022 City Council, neighbors voiced concerns about the proposed improvements project and how these improvements could potentially impact their properties, and in some cases, adversely affect their properties. Most notably were two primary concerns: 1) The additional volume of water being directed towards the ditch system in the backyards of the neighbors, and 2) The proposed lighting on the new parking lot closest to the neighborhood to the north, and the resulting spill lighting cast into the neighborhood.

In June of 2022, City staff, the School District, and Bolton & Menk met to discuss potential options that included work addressed by the School District and work addressed by the City. The potential options that were discussed included:

- Developing a larger, more defined swale in the backyards
 - o Neighborhood grants an easement (not currently in place)
 - o City maintains the easement
- Route School storm sewer to Babcock – north ditch
 - o City concerned with culvert sizing along Babcock and routing towards Schmidt Lake
 - o School would need to model the drainage system to Schmidt Lake to ensure no adverse impacts to the existing system (flow rate and volume impacts), since this water is not currently directed this direction.
- Introduce new storm sewer to the neighborhood routing water to Schmidt Lake
 - o Would be shared costs between School and neighborhood, based on tributary drainage areas.

- Turning the School's proposed underground stormwater system from a filtration system to an infiltration system
 - o Concern is infiltration into a Drinking Water Supply Management Area (DWSMA) and the adverse long-term effects to the drinking water supply.

Following this meeting, City Staff and School District representatives agreed that an in-person meeting, perhaps in the neighborhood, would be wise so that representatives could see concerns firsthand. A meeting was scheduled for June 20, 2022 in the neighborhood.

The June 20, 2022 meeting was attended by Brian Connolly (City representative), Dave Rey (School representative), and several neighbors. The neighbors walked us through their yards, showed us where drainage was inadequate, where standing water problems were occurring, and generally described the concerns. The meeting was valuable in seeing the areas of concern firsthand, as well as comprehending the specific neighborhood concerns. Expressed to us (City and School), as a specific concern about the proposed design, was the increase in runoff **volume** directed towards the backyard swale, further extending the prolonged wet conditions experienced by the neighborhood.

Following the meeting, Brian and Dave brainstormed ideas (in addition to what was previously discussed) and identified a potential solution that redirected the filtrated water away from neighborhood. Bolton & Menk studied the concept in detail, ran additional calculations, and submitted preliminary calculations for review and comment to the City. With the City's review and minor comments addressed, the School District formally submitted the revised calculations / plans / drainage report to the City. The City determined (in house review and review by an outside consultant) that all applicable stormwater rules and requirements were being met. The result was a design that reduced the rate of runoff AND the volume of runoff directed towards the neighborhood.

The findings of this study and submittal were distributed to the neighborhood by the School District on September 14, 2022 in an e-mail from Superintendent Dave Bernhardson. The e-mail included a diagram depicting the changes and a summary of the drainage calculations, including drainage statistics in the current (existing) condition, statistics from the original design reviewed at the May 23, 2022 meeting, and the revised statistics as a result of the collaborative effort between the City and School District engineers.

On Thursday, November 3, 2022, Dave Bernhardson and Dave Rey met with two representatives from the neighborhood to review and discuss the correspondence from September 14. The revisions with respect to drainage met the objectives of the neighborhood according to the representatives. The representatives also identified concerns about site lighting and spill lighting affecting the neighborhood. It was discussed with the neighbors that evening lighting would be limited to special after school events, perhaps about a dozen times or so during the school year. It was also discussed that observation of lights being left on longer than required should be reported to the School District buildings and grounds staff.

Name: Salem Hills Elementary School

Date: November 8, 2022

Page: 3

Additional comments were made by the residents which included:

- A request to study relocating the emergency overflow point away from the north neighborhood
- A request to maintain existing storm sewer after video showed water bubbling out the top of a manhole on the slope near the neighborhood.
- A request to study installing additional landscaping in select locations following project construction.
- A request to adjust the location of the accessible stalls (subject to minimum required car counts)
- A request to study providing two inbound lands into the site (it was discussed that Dakota County did not allow the two in-bound lanes as recommended by the School District's engineer).
- A request to study alternative pick up lane designs.
- A request to pile snow strategically such that snow melt from snow piles is not directed towards the neighborhood.



PLANNING REPORT

CASE NO: 22-10PR

APPLICANT: Krista Monkeliën (Salem Hills Elementary School)

PROPERTY OWNER: Independent School District 199

REQUEST: Major Site Plan Approval

HEARING DATE: March 15, 2022

LOCATION: 5859 Babcock Trail – Salem Hills Elementary School

COMPREHENSIVE PLAN: Public Institutional

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The School District is proposing improvements to the parking lot and traffic circulation for the Salem Hills Elementary School property. The project consists of reconstructing the parking lot in front of the building to improve bus/vehicle drop off circulation by separating the two traffic flows, a new parking lot on the north side of the school and two new outdoor play areas. The traffic improvements are needed to provide more stacking space for vehicles waiting to drop off or pick up students and to separate the bus flow from the vehicle flow.

SPECIFIC REQUESTS

The application consists of a Major Site Plan Approval to review the parking lot expansion plans.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North: Single family; zoned R-1B; guided LDR

East: Single family; zoned R-1C; guided LDR

West: Park, single family; zoned P, R-1B; guided Public Open Space, LDR

South: Single family; zoned R-1B; guided LDR

MAJOR SITE PLAN APPROVAL

Parking lot Setbacks. The parking lot and drive aisle expansion on the north side all comply with required setbacks. The redesign of the bus parking area follows some of the existing setback and meets setbacks for all new surface proposed.

Parking. There are 73 existing parking stalls on site. The proposed parking would have 88 total stalls. There are 13 staff parking stalls on the south side, 30 parent/guest parking in front of the school and 43 new staff parking spaces on the north side of the school.

There is additional stacking space being proposed on this plan to help elevate the problem with cars backing up onto Babcock Trail. There are an additional 10 stacking spaces proposed in the visitor/parent parking area. If need be, the stacking can be extended into the staff parking area on the north side of the building.

Access. The site currently has only one access point onto Babcock Trail. The proposed plans provide for two access points to separate bus traffic from vehicle traffic. The northern access would be for drop off and pick up of students and parking. The southern access would be for bus drop off and turn around. The school district is working with Dakota County on the location and design of the access points. Initial comments from the County indicate they will require a right turn lane for the northerly entrance and left turn lanes for both entrances. The School District must obtain a county access permit and address all requirements stated by the County.

Screening. The plan provides for a six foot tall solid screen fence along the north boundary of the site adjacent to the new drop off parking lane in conformance with screening requirements of the code. No other parking areas require screening.

Landscaping. Code requires one tree per 10 parking spaces. With 86 spaces proposed, a minimum of nine trees required. A landscape plan has been provided show a total of 10 new overstory trees planted in the islands in the parking lot areas.

Engineering. The plans address storm water management by constructing two new underground storage area and a ponding area in the front of the site. Engineering has done a review of the plans and finds they comply with all city standards.

Lighting. A lighting and illumination plan has been submitted which identifies all lighting will be using flat lens down cast style fixtures on the light poles. The illumination pattern identified on the photometric plan shows all lighting complies with the zoning code maximums of not exceeding 0.4 foot candles at property lines abutting residential.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approve a Major Site Plan Approval for the parking lot and access/circulation expansions subject to the following conditions:
 1. The site shall be developed in substantial conformance with the plan set dated 3/30/2022. Plans are on file with the Planning and Engineering Departments.

***The final list of approved plans and date of plans shall be the set approved and signed by the City Engineer.**

2. Access permits must be obtained from Dakota County and the plans must meet all requirements of the County.
3. Any parking lot and building lighting on site shall be a down cast, “shoe-box” style and the bulb shall not be visible from property lines.
4. All plans shall be subject to the review and approval of the City Fire Marshal.
5. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
6. Final site, grading, storm water management, erosion control plans and utility plans shall be approved by the City Engineer.
7. The developer shall meet the conditions outlined in the City Engineers review memo dated 2/23/2022 and any subsequent correspondence.

B. Denial. If the Planning Commission does not favor the proposed application, or portions thereof, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of Major Site Plan Approval subject to the conditions listed.

Attachments: Location Map
Applicant Narrative
Site Plan
Grading and Drainage Plan
Utility Plan
Photometrics Plan
Landscape Plan
Resident E-mails

Request for Council Action

SUBJECT: **Plat and Multiple Related Land Use Actions for 2855
47th Street E (Bethesda Lutheran Church)**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to approve the following requests for the property located at 2855 47th Street E. (Bethesda Lutheran Church - Case No. 22-38SZ)

- 1) Comprehensive Plan Amendment to change a small portion of the NW corner of the subject site from Public/Institutional to Low Density Residential and a portion of Lots 1,2,3, Block 2, Lametti Addition from Low Density Residential to Public/Institutional. (Requires a 4/5th vote.)
- 2) Rezoning of two portions of the subject site from Public District to R-1C, Single Family Residential District.
- 3) Vacation of perimeter drainage and utility easements on 4612 Bower Path.
- 4) Preliminary and Final Plat for a 3-lot subdivision.
- 5) Variance to allow an existing garage on church property to be less than 50 feet from the new property line.

-Requires 3/5th vote

-60 day deadline: 12-16-2022 (2nd 60-days)

BACKGROUND

The subject property, which is home to Bethesda Lutheran Church, is located on 13 small, platted and unplatted pieces of property. The church was approached by the homeowner at 4612 Bower Path, inquiring if they could purchase about 6,470 square feet of land to increase the size of their lot. In order to sell this small portion of land, platting of all the parcels is required to bring the property into zoning compliance. Since the church is going through the platting process, they are also requesting to create one new single-family lot in the southeast portion of the property that could be sold at a later date.

There are no changes proposed to the church building, access points, or parking lot. The requested rezonings, comp plan amendment, vacation of easements, and plat do not appear to have any adverse impacts on the neighboring properties as the lots surrounding the church are all developed, single-family lots. The only potential impact on the neighborhood is the one new single family lot. If the plat is approved, a park dedication fee of \$3,850 is required for the one new single-family lot along with the extension of water and sewer stubs up to the property line. Both of these are required to be done prior to the recording of the plat. The applicant is requesting a reduction to the park dedication fee to \$2,850 as that was the amount listed on the planning application materials when they initially inquired the City about the platting process.

The setback variance is for an existing 380 square foot structure. The P zoning district does not have separate accessory structure setbacks, therefore the principal structure setback of 50-feet is required for the shed. The abutting residential lots could have an accessory building up to 1,000 square feet in size, eight feet from a rear property line and five feet from a side lot line. Staff believes the proposed setback of the shed is reasonable as it is not located in any easements and exceeds the setbacks for an accessory building on a residential lot.

FISCAL IMPACT

Not applicable

RECOMMENDATION

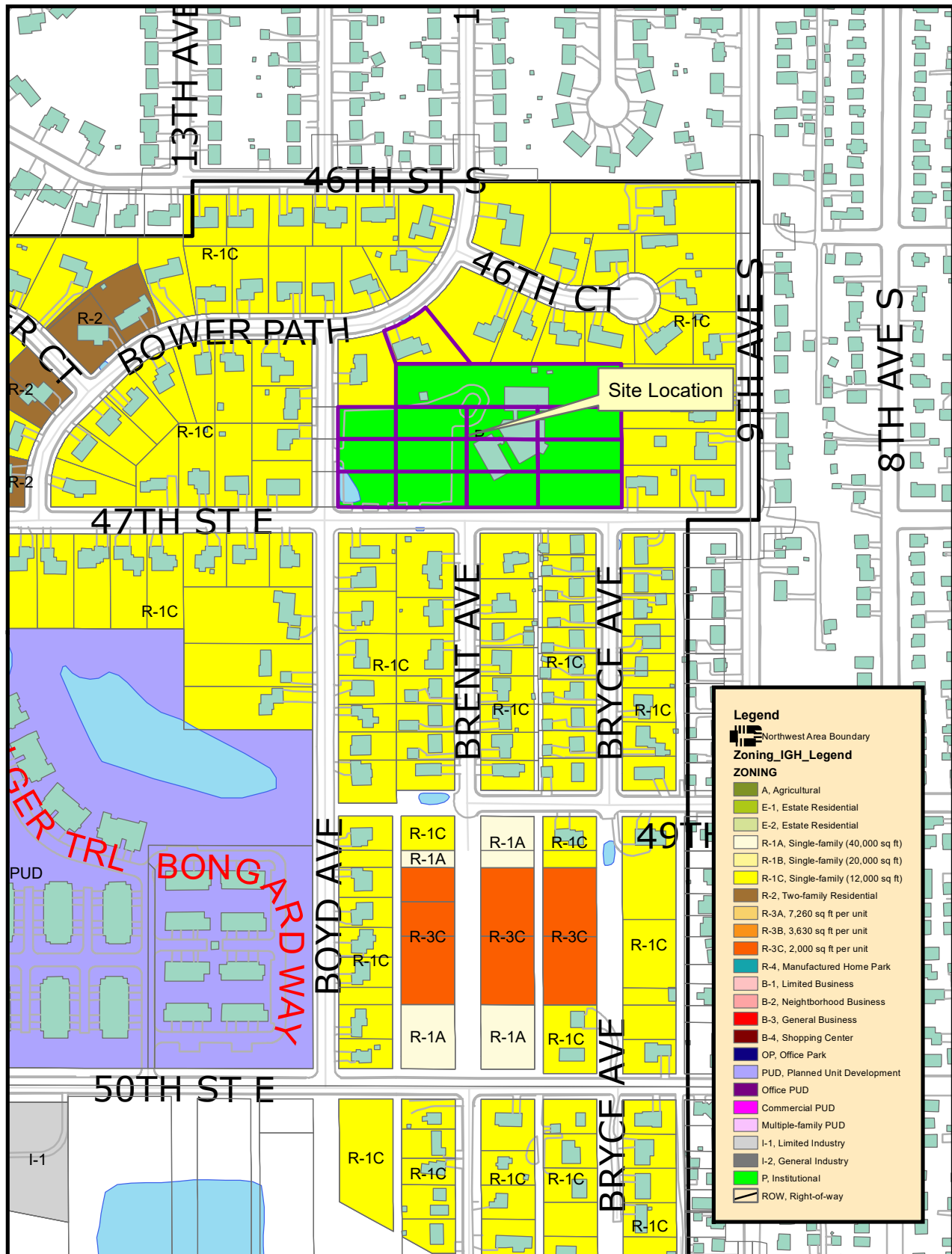
Planning Staff: Staff recommends approval of all the requests with the conditions listed in the attached resolutions.

Planning Commission: At the October 4, 2022 public hearing, the applicant was present. The PC unanimously recommended approval of the requests with the conditions listed in the attached resolutions.

Park and Rec Advisory Commission: The Park and Rec Advisory Commission is considering this item at their November 9 meeting. Their recommendation will be brought forward to the Council at its November 14 meeting. Staff is recommending denial of the applicant's request to only pay last year's park dedication fee, as this plat application was submitted well after the new fee was set by Council.

ATTACHMENTS

1. Zoning and location map
2. Resolution - comp plan to P
3. Resolution - comp plan to R1C
4. Ordinance - rezoning
5. Resolution - easement vacation
6. Resolution - plat
7. Resolution - variance
8. Letter from applicant regarding park dedication
9. Planning Commission recommendation
10. Planning Report



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

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2020



Exhibit A
Zoning and Location Map

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION FROM LDR, LOW DENSITY RESIDENTIAL
TO P, PUBLIC/INSTITUTIONAL**

**CASE NO. 22-38SZ
(Bethesda Lutheran Church)**

WHEREAS, an application has been submitted for property described as;

See Exhibit A

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 4, 2022, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this 14th day of November, 2022.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

Exhibit A

BETHESDA 2ND ADDITION

VICINITY MAP
SECTION 28, TOWNSHIP 28, RANGE 22,
DAKOTA COUNTY, MINNESOTA



BEARINGS ARE BASED ON THE SOUTH LINE OF
BLOCK 2, LAMETTI ADD. HAVING A BEARING OF
NORTH 89° 49' 55" E 55 MINUTES 42 SECONDS
WEST.

DENOTES 1/2 INCH X 1/4 INCH IRON
MONUMENT SET, MARKED "LS 33642"

• DENOTES FOUND 1/2 INCH IRON MONUMENT,
MARKED "LS 9294", UNLESS OTHERWISE SHOWN
[] DENOTES PER RECORD DOCUMENT

DRAINAGE AND UTILITY EASEMENTS ARE
SHOWN THUS: (NOT TO SCALE)

SCALE IN FEET
0 30 60

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE
INDICATED AND ADJOINING LOT LINES, AND
BEING 10 FEET IN WIDTH, UNLESS OTHERWISE
INDICATED, AND ADJOINING RIGHT-OF-WAY
LINES, AS SHOWN ON THE PLAT.

existing
residential
lot

Rezone
P to R-1C

Comp plan Amend
P/I to LDR

portion
split off
from church
add to
existing lot

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 11

BLOCK 12

BLOCK 13

BLOCK 14

BLOCK 15

BLOCK 16

BLOCK 17

BLOCK 18

BLOCK 19

BLOCK 20

BLOCK 21

BLOCK 22

BLOCK 23

BLOCK 24

BLOCK 25

BLOCK 26

BLOCK 27

BLOCK 28

BLOCK 29

BLOCK 30

BLOCK 31

BLOCK 32

BLOCK 33

BLOCK 34

BLOCK 35

BLOCK 36

BLOCK 37

BLOCK 38

BLOCK 39

BLOCK 40

BLOCK 41

BLOCK 42

BLOCK 43

BLOCK 44

BLOCK 45

BLOCK 46

BLOCK 47

BLOCK 48

BLOCK 49

BLOCK 50

BLOCK 51

BLOCK 52

BLOCK 53

BLOCK 54

BLOCK 55

BLOCK 56

BLOCK 57

BLOCK 58

BLOCK 59

BLOCK 60

BLOCK 61

BLOCK 62

BLOCK 63

BLOCK 64

BLOCK 65

BLOCK 66

BLOCK 67

BLOCK 68

BLOCK 69

BLOCK 70

BLOCK 71

BLOCK 72

BLOCK 73

BLOCK 74

BLOCK 75

BLOCK 76

BLOCK 77

BLOCK 78

BLOCK 79

BLOCK 80

BLOCK 81

BLOCK 82

BLOCK 83

BLOCK 84

BLOCK 85

BLOCK 86

BLOCK 87

BLOCK 88

BLOCK 89

BLOCK 90

BLOCK 91

BLOCK 92

BLOCK 93

BLOCK 94

BLOCK 95

BLOCK 96

BLOCK 97

BLOCK 98

BLOCK 99

BLOCK 100

BLOCK 101

BLOCK 102

BLOCK 103

BLOCK 104

BLOCK 105

BLOCK 106

BLOCK 107

BLOCK 108

BLOCK 109

BLOCK 110

BLOCK 111

BLOCK 112

BLOCK 113

BLOCK 114

BLOCK 115

BLOCK 116

BLOCK 117

BLOCK 118

BLOCK 119

BLOCK 120

BLOCK 121

BLOCK 122

BLOCK 123

BLOCK 124

BLOCK 125

BLOCK 126

BLOCK 127

BLOCK 128

BLOCK 129

BLOCK 130

BLOCK 131

BLOCK 132

BLOCK 133

BLOCK 134

BLOCK 135

BLOCK 136

BLOCK 137

BLOCK 138

BLOCK 139

BLOCK 140

BLOCK 141

BLOCK 142

BLOCK 143

BLOCK 144

BLOCK 145

BLOCK 146

BLOCK 147

BLOCK 148

BLOCK 149

BLOCK 150

BLOCK 151

BLOCK 152

BLOCK 153

BLOCK 154

BLOCK 155

BLOCK 156

BLOCK 157

BLOCK 158

BLOCK 159

BLOCK 160

BLOCK 161

BLOCK 162

BLOCK 163

BLOCK 164

BLOCK 165

BLOCK 166

BLOCK 167

BLOCK 168

BLOCK 169

BLOCK 170

BLOCK 171

BLOCK 172

BLOCK 173

BLOCK 174

BLOCK 175

BLOCK 176

BLOCK 177

BLOCK 178

BLOCK 179

BLOCK 180

BLOCK 181

BLOCK 182

BLOCK 183

BLOCK 184

BLOCK 185

BLOCK 186

BLOCK 187

BLOCK 188

BLOCK 189

BLOCK 190

BLOCK 191

BLOCK 192

BLOCK 193

BLOCK 194

BLOCK 195

BLOCK 196

BLOCK 197

BLOCK 198

BLOCK 199

BLOCK 200

BLOCK 201

BLOCK 202

BLOCK 203

BLOCK 204

BLOCK 205

BLOCK 206

BLOCK 207

BLOCK 208

BLOCK 209

BLOCK 210

BLOCK 211

BLOCK 212

BLOCK 213

BLOCK 214

BLOCK 215

BLOCK 216

BLOCK 217

BLOCK 218

BLOCK 219

BLOCK 220

BLOCK 221

BLOCK 222

BLOCK 223

BLOCK 224

BLOCK 225

BLOCK 226

BLOCK 227

BLOCK 228

BLOCK 229

BLOCK 230

BLOCK 231

BLOCK 232

BLOCK 233

BLOCK 234

BLOCK 235

BLOCK 236

BLOCK 237

BLOCK 238

BLOCK 239

BLOCK 240

BLOCK 241

BLOCK 242

BLOCK 243

BLOCK 244

BLOCK 245

BLOCK 246

BLOCK 247

BLOCK 248

BLOCK 249

BLOCK 250

BLOCK 251

BLOCK 252

BLOCK 253

BLOCK 254

BLOCK 255

BLOCK 256

BLOCK 257

BLOCK 258

BLOCK 259

BLOCK 260

BLOCK 261

BLOCK 262

BLOCK 263

BLOCK 264

BLOCK 265

BLOCK 266

BLOCK 267

BLOCK 268

BLOCK 269

BLOCK 270

BLOCK 271

BLOCK 272

BLOCK 273

BLOCK 274

BLOCK 275

BLOCK 276

BLOCK 277

BLOCK 278

BLOCK 279

BLOCK 280

BLOCK 281

BLOCK 282

BLOCK 283

BLOCK 284

BLOCK 285

BLOCK 286

BLOCK 287

BLOCK 288

BLOCK 289

BLOCK 290

BLOCK 291

BLOCK 292

BLOCK 293

BLOCK 294

BLOCK 295

BLOCK 296

BLOCK 297

BLOCK 298

BLOCK 299

BLOCK 300

BLOCK 301

BLOCK 302

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION FROM P, PUBLIC/INSTITUTIONAL TO
LDR, LOW DENSITY RESIDENTIAL**

**CASE NO. 22-38SZ
(Bethesda Lutheran Church)**

WHEREAS, an application has been submitted for property described as;

See Exhibit A

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 4, 2022, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this 14th day of November, 2022.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

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

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 22-38SZ

Bethesda Lutheran Church

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from P, Institutional to R-1C, Single-Family, to wit:

See Exhibit A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 14th day of November, 2022.

Ayes:

Nays:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

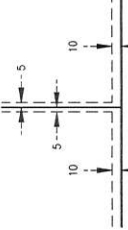
Exhibit A

BETHESDA 2ND ADDITION

VICINITY MAP
SECTION 28, TOWNSHIP 28, RANGE 22,
DAKOTA COUNTY, MINNESOTA



DRAINAGE AND UTILITY EASEMENTS ARE
SHOWN THUS: (NOT TO SCALE)



BEARINGS ARE BASED ON THE SOUTH LINE OF
BLOCK 2, LAMETTI ADD. HAVING A BEARING OF
NORTH 89° 49' 55" E 55 MINUTES 42 SECONDS
WEST.

• DENOTES 1/2 INCH X 1/4 INCH IRON
MONUMENT SET, MARKED "LS 33642"

• DENOTES FOUND 1/2 INCH IRON MONUMENT,
MARKED "LS 7924", UNLESS OTHERWISE SHOWN

[] DENOTES PER RECORD DOCUMENT

existing residential lot

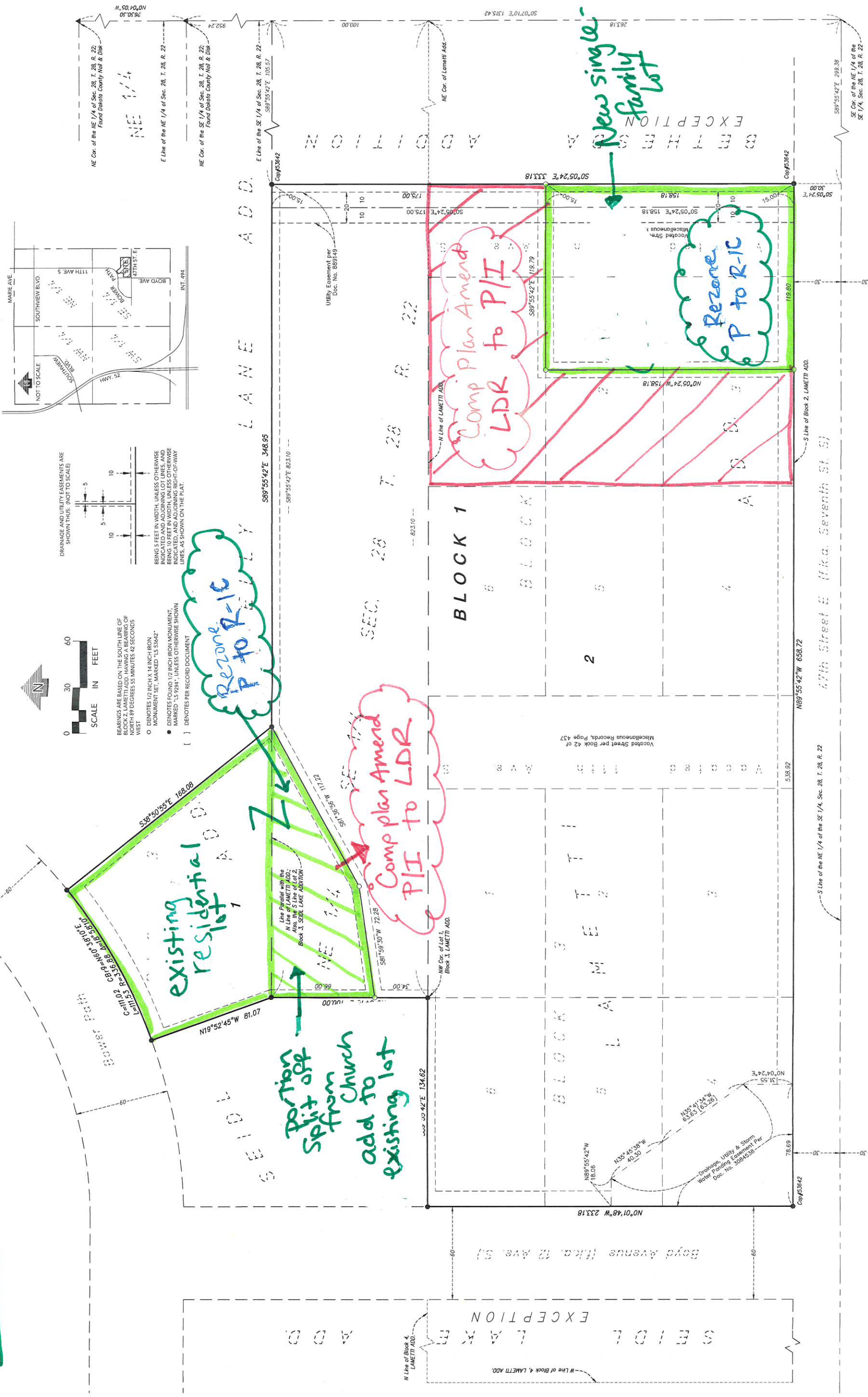
portion split off
from church
add to
existing lot

Comp Plan Amend
PII to LDR

Comp Plan Amend
LDR to P/I

New single-family lot

Rezone
P to R-1C



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

RESOLUTION NO. 22-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
PERIMETER DRAINAGE AND UTILITY EASEMENTS
ON LOT 2, BLOCK 3, SEIDL LAKE ADDITION
BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

The drainage and utility easements as dedicated on Lot 2, Block 3, SEIDL LAKE ADDITION, Dakota County, Minnesota.

WHEREAS, the above-described Drainage and Utility Easement was created by dedication on the plat of Seidl Lake Addition, Dakota County, Minnesota, and recorded on May 1, 1984, as Document No. 653185 in the Office of the Register of Deeds in and for said County and State.

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851.

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easement was held by the Planning Commission of Inver Grove Heights on October 4, 2022, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition.

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Drainage and Utility Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the perimeter easements will be rededicated on the new plat.

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said easement would be in the public interest.

WHEREAS, a majority vote of the City Council is in favor of this resolution.

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

1. Perimeter Drainage and Utility easements shall be provided on the final plat of Bethesda 2nd Addition as required by the Director of Public Works.
2. That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2022.

Thomas Bartholomew, Mayor

ATTEST:

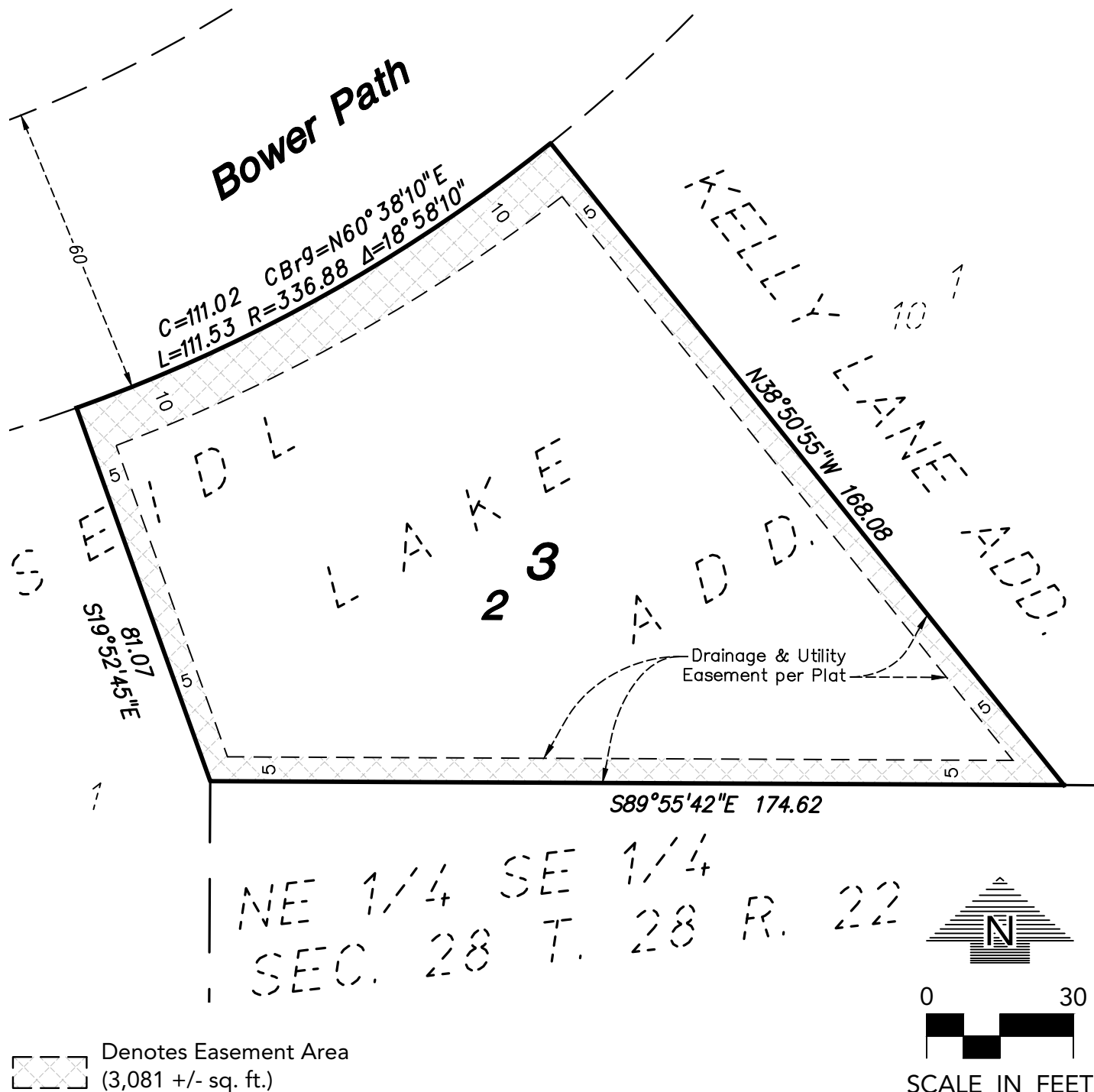
Rebecca Kiernan, City Clerk

EXHIBIT

Easement Vacation Description

August 16, 2022

The drainage and utility easements as dedicated on Lot 2, Block 3, SEIDL LAKE ADDITION, Dakota County, Minnesota.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Jared J. Averbeck
Jared J. Averbeck - PLS

License No. 53642

08/16/22

Date

LOUCKS

Loucks Project No. 16492A

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

RESOLUTION NO. 2022-_____

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR
BETHESDA 2nd ADDITION**

**CASE NO. 22-38SZ
(Bethesda Lutheran Church)**

WHEREAS, a Final Plat application has been submitted to the City for property legally described as;

All of LAMETTI ADD. and the vacated 10th and 11th Avenue So. accruing thereto

AND That part of the Northeast Quarter of the Southeast Quarter, Section 28, Township 28, Range 22, Dakota County, Minnesota, described as follows: beginning at the Northeast corner of LAMETTI ADD. according to the recorded plat thereof, said point being 263.16 feet North of the Southeast corner of the said Northeast Quarter of the Southeast Quarter; thence West along the North line of said LAMETTI ADD. a distance of 823.10 feet to the Northwest corner of Lot 1, Block 3 in said LAMETTI ADD.; thence North a distance of 100 feet; thence East and parallel to the North line of said LAMETTI ADD., a distance of 823.10 feet to a point 100 feet north of the point of beginning; thence South a distance of 100 feet to the point of beginning.

And Excepting therefrom that part thereof platted as BETHESDA ADDITION.

And Except that part platted as SEIDL LAKE ADDITION.

AND Lot 2, Block 3, SEIDL LAKE ADDITION

WHEREAS, a public hearing concerning the Preliminary and Final Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on October 4, 2022;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat is hereby approved subject to the following conditions:

1. The final plat shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. A park dedication fee equal to \$3,850 for Lot 3 shall be paid to the City prior to release of the final plat.
3. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
4. Prior to the release and recording of the plat, the applicant shall install sewer and water stubs up to the property line on Lot 3 for a future home.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and City Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 14TH day of November, 2022.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. ____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN ACCESSORY STRUCTURE
WITHIN THE REAR YARD SETBACK REQUIREMENTS**

Case No. 22-38SZ
Bethesda Lutheran Church

WHEREAS, the request is for the property located at 2855 47th Street and legally described as follows:

**Lot 2, Block 1, Bethesda 2nd Addition, according to the recorded plat,
Dakota County, Minnesota**

WHEREAS, the applicant is requesting a variance for an existing shed to be located 10 feet from the newly created rear lot line whereas 50-feet is required;

WHEREAS, the afore described property is zoned P, Institutional;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 4, 2022 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The setback variance does not appear to have an adverse impact on the neighboring properties.
- c. The P, Institutional District does not have setback requirements for accessory structures, therefore the setback for the principal structure applies. The proposed setback exceeds the requirements for an accessory structure on the abutting residential property.

d. The site is unique in that by request of the abutting property owner wanting to purchase property from the Church it triggers the need for the variance for the existing structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a variance to allow an existing shed to be located 10 feet from the new rear property line is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2022.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk



Park Dedication Request

October 23, 2022

We are here to represent Bethesda Lutheran Church in a complex plat submittal that has raised a concern due to the rezoning of a portion of the property.

Under the Preliminary Plat review, "For single family residential subdivisions, a park dedication fee of \$2850 per lot is required for each resulting buildable lot." Since our plan submittal, we find the fee has now increased to \$3850.

With this plat submittal process a new subdivision has been created named Bethesda Addition 2, consisting of three lots. Lot 1 is existing residential, Lot 2 is existing institutional, and Lot 3 is a new residential. This is not a residential subdivision, nor is Bethesda Church a developer with marketing financial resources. We are simply creating a new lot now while all this paperwork is being submitted anyway. Our intent would be a potential future sale, likely in years. Due to required setbacks for an institutional property there could not be any additional lots added to this division.

Therefore, we respectfully question the value of a fee to this particular parcel, or at least to the financial impact for this congregation. It would be preferable to defer the collection of said fee (if it remains to be assessed) to the time of sale rather than the specified time of final plat.

David Hohle
Property Chairperson

Pastor Maggie Novak
Bethesda Lutheran Church

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 4, 2022

SUBJECT: Bethesda Lutheran Church – CASE NO. 22-38SZ

Consider the following requests for the property located at 2855 47th Street East (Bethesda Lutheran Church - Case No. 22-38SZ):

- a. Comprehensive Plan Amendment to change one portion of the subject site from Public/Institutional to LDR, Low Density Residential and a portion of Lots 1, 2, 3, Block 2, Lametti Addition from LDR, Low Density Residential to Public/Institutional.
- b. Rezoning of two portions of the subject site from P, Public District to R-1C, Single Family Residential District.
- c. Preliminary and Final Plat for a 3-lot Subdivision.
- d. Vacation of drainage and utility easements for a portion of the property.
- e. Variance to allow existing garage on church property to be less than 50 feet from a new property line and any other Variances related thereto.

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for Bethesda Lutheran Church – Case No. 22-38SV. The request involves property located at 2855 47th Street East and 4612 Bower Path and consists of:

- Comprehensive Plan Amendment to change two portions of the subject site from Public/Institutional to LDR, Low Density Residential; and
- Rezoning of two portions of the subject site from P, Public to R-1C, Single Family Residential; and
- Preliminary and Final Plat for a 3-lot subdivision; and
- Vacation of drainage and utility easements for a portion of the property; and
- Variance to allow existing garage on church property to be less than 50 feet from a new property line and any other Variances related thereto.

Notices were mailed to 87 property owners on September 21, 2022.

Presentation of Request

Associate Planner Botten gave a presentation and summary of the staff report for the Planning Commission.

Commissioner Robertson questioned if there is a need to show a practical difficulty for any of the items. Ms. Botten stated that the need to show practical difficulty is only needed for the Variance. Commissioner Robertson questioned why the need to change the portion of the new residential lot back to Public/Institutional. Ms. Botten stated that there is only enough land to make the one residential lot.

Opening of Public Hearing

David Hohle, 127 – 10th Avenue South, So. St. Paul, Applicant, stated that he read and understood the report. Mr. Hohle stated that the new residential lot stated that with that portion

of the lot going from Residential to Public/Institutional it provides the church with a 50-foot side set back from the existing church to the property line.

Commissioner Robertson questioned what the use will be with that portion of land that will be converted back to Public/Institutional. Mr. Hohle stated that the land will remain as is, as a play area.

Linda Weimer, 4609 Bower Path, questioned what the vacation of easement was. Ms. Botten stated that around all properties there are perimeter easements. The easement vacation is in reference to the existing property at 4612 Bower Path, new easements will be dedicated on the plat.

Chair Niemioja closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber. Second by Commissioner Clancy to approve the:

Comprehensive Plan Amendment to change one portion of the subject site from Public/Institutional to LDR, Low Density Residential to Public/Institutional and Rezoning of two portions of the property from P, Institutional District to R-1C, Single-Family Residential District subject to the conditions listed in the staff report.

Vacation of Drainage and Utility Easements on Lot 2, Block 3, Seidl Lake Addition subject to the conditions listed in the staff report.

Preliminary and Final Plat for a 3-lot subdivision to be known as Bethesda 2nd Addition subject to the conditions listed in the staff report.

Variance to allow an accessory building 10-feet from the property line whereas 50-feet is required subject to the conditions listed in the staff report. Using the rational that is listed in our Planning Commission packet.

Motion carried (9/0). This item goes before the City Council on October 24, 2022.



PLANNING REPORT

CASE NO: 22-38SZ

APPLICANT: Bethesda Lutheran Church

PROPERTY OWNERS: Bethesda Lutheran Church & Sara McEllistrem

REQUEST: A rezoning, comprehensive plan amendment, preliminary and final plat, vacation of easements, and variance from setbacks

HEARING DATE: October 4, 2022

LOCATION: 2855 47th Street & 4612 Bower Path

COMPREHENSIVE PLAN: P, Public/Institutional and LDR, Low Density Residential

ZONING: P, Institutional

PREPARED BY: Heather Botten
Associate Planner

SPECIFIC REQUESTS

The applicant is requesting the following:

- 1) Comprehensive Plan Amendment to change one portion of the subject site from Public/Institutional to LDR, Low Density Residential and a portion of Lots 1,2,3, Block 2, Lametti Addition from LDR, Low Density Residential to Public/Institutional.
- 2) Rezoning of two portions of the subject site from P, Public District to R-1C, Single Family Residential District.
- 3) Preliminary and Final Plat for a 3-lot subdivision.
- 4) Vacation of drainage and utility easements for a portion of the property;
- 5) Variance to allow existing garage on church property to be less than 50 feet from a new property line and any other variances related thereto.

BACKGROUND

The applicant's property is 4.71 acres in size and zoned P, Institutional. The property, home of Bethesda Lutheran Church, is located on 13 small, platted and unplatted pieces of property. The Church was approached by the homeowner of 4612 Bower Path, inquiring if they could purchase roughly 6,470 square feet of land to increase the size of their backyard. In order to sell off this small portion of property, platting of all the parcels is required to bring the property into compliance. Since the Church is going through the platting process, they are also requesting to create one new single-family lot on the southeast portion of the property that could be sold at a later date.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North, South, East, and West - Single-family residential; zoned R-1C, single-family; guided LDR, Low Density Residential

SITE PLAN REVIEW

Setbacks. The existing Church, built in 1960, is currently located over 13 individual pieces of property. The plat would create one large parcel with the church, parking lot and small garage located on it along with two smaller residential lots. The Church would be in compliance with setbacks from the proposed new single-family lot. The existing garage would be located 10 feet from the sliver of property to be consolidated with the residential lot to the north. A variance is discussed later in the report regarding the setback of the garage.

Access. No changes are being proposed to the access or parking areas of the Church.

Building Coverage. The total ground area covered by buildings shall not exceed twenty percent (20%) of the net land area in the P zoning district. The new Church property would be about 4.10 acres in size. The footprint of the Church is about 19,900 square feet. The property would be at about 11% building coverage, complying with code requirements.

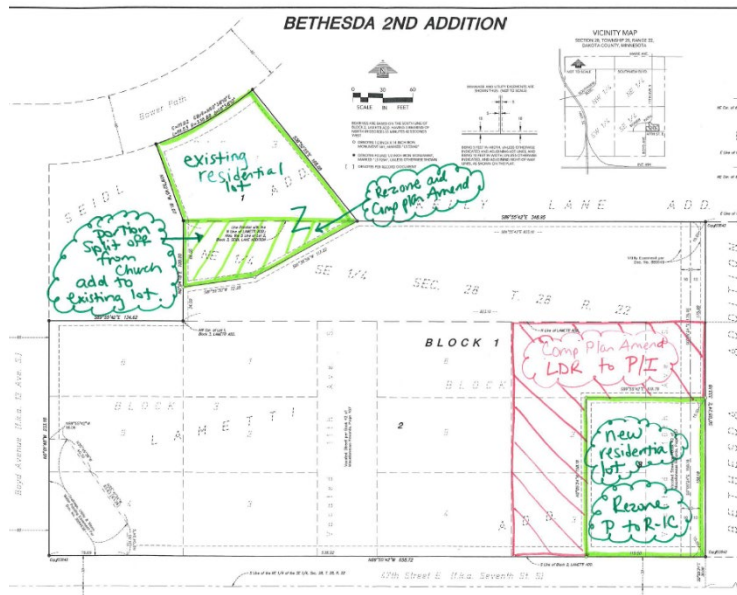
Infrastructure. City utilities are not currently stubbed to the proposed single-family lot. The applicant is required to stub sewer and water to the property line for the future home. The applicant shall pull all required permits with the City for the installation of utilities prior to the release of the plat for recording.

Engineering. Engineering has reviewed the request. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report.

COMPREHENSIVE PLAN AMENDMENT

The applicant is requesting a comprehensive plan amendment and a rezoning on the 6,470 +/- square foot portion to be sold to the abutting property owner. The change will make the area consistent with the existing residential use. There is currently about an acre of property in the SE corner of the Church lots that is guided LDR, Low Density Residential. The proposed new single-family lot does not encompass the entire LDR guided area, therefore the remaining portion shall be amended to P, Public/Institutional to be consistent with the church use and P zoning. The remaining Church property will remain P, Public/Institutional.

The map below demonstrates the area for the comp plan amendments and rezoning.



REZONING

The applicant is requesting to rezone two pieces of property to R-1C single-family residential.

City Code, Section 10-3-5 states that a rezoning request must be in the best interest of the physical development of the City in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure

City sewer and water are available to the site and the applicant is required to bring the utilities to the property line on the new single-family lot. No additional roadways or other public improvements appear to be necessary with this request.

Comp Plan Consistency

The proposed comprehensive plan designation of LDR, Low Density Residential would be consistent with the R-1C zoning. The small northern portion of property would be consolidated with an existing LDR guided lot. The proposed new single-family lot would be abutting other LDR guided property.

Neighborhood Compatibility

The request does not appear to have any adverse impacts on the neighboring properties as the lots surrounding the Church are all single-family lots.

PLAT REVIEW

Zoning and Comprehensive Plan Consistency. A church requires a minimum lot size of three acres. The new Church parcel will be over 4 acres in size, complying with the minimum lot size. With approval of the requested comprehensive plan amendment and rezoning the proposed plat would be consistent with the zoning and comprehensive plan designations.

Lots & Blocks. The applicant is proposing a three-lot plat to be known as Bethesda 2nd Addition. Two of the lots would be single family residential and the larger lot is the existing Church site. All lots comply with minimum lot size and width requirements.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is unique in that it is currently 13 small lots, being platted into one property for the Church. The homeowner to the north has asked to purchase some of the Church property creating the need for the variance. The abutting homeowner is aware of the structure and is in support of the new property boundary with the proximity to the shed.

4. *The variance will not alter the essential character of the locality.*

The requested variance would not impact the character of the neighborhood. The shed is existing and is used for storage of a lawnmower and maintenance supplies, similar to a residential shed. The location of the shed is consistent with other detached accessory buildings in the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis or a sole basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Comprehensive Plan Amendment** to change one portion of the subject site from Public/Institutional to LDR, Low Density Residential and a portion of Lots 1,2,3, Block 2, Lametti Addition from LDR, Low Density Residential to Public/Institutional and **Rezoning** of two portions of the property from P, Institutional District to R-1C, Single-family Residential District subject to the following conditions:
 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - Approval of the **Vacation** of drainage and utility easements on Lot 2, Block 3 Seidl Lake Addition subject to the following conditions:
 1. Drainage and Utility easements shall be provided on the final plat of Bethesda 2nd Addition as required by the Director of Public Works.
 2. The applicant shall provide a map and legal descriptions of the easements to be vacated.

- Approval of the **Preliminary and Final Plat** for a three lot subdivision to be known as Bethesda 2nd Addition subject to the following conditions:
 1. The final plat shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. A park dedication fee equal to \$3,850 for Lot 3 shall be paid to the City prior to release of the final plat.
 3. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
 4. Prior to the release and recording of the plat, the applicant shall install sewer and water to the property line on Lot 3 for a future home.
- Approval of a **Variance** to allow an accessory building 10-feet from the property line whereas 50 feet is required subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

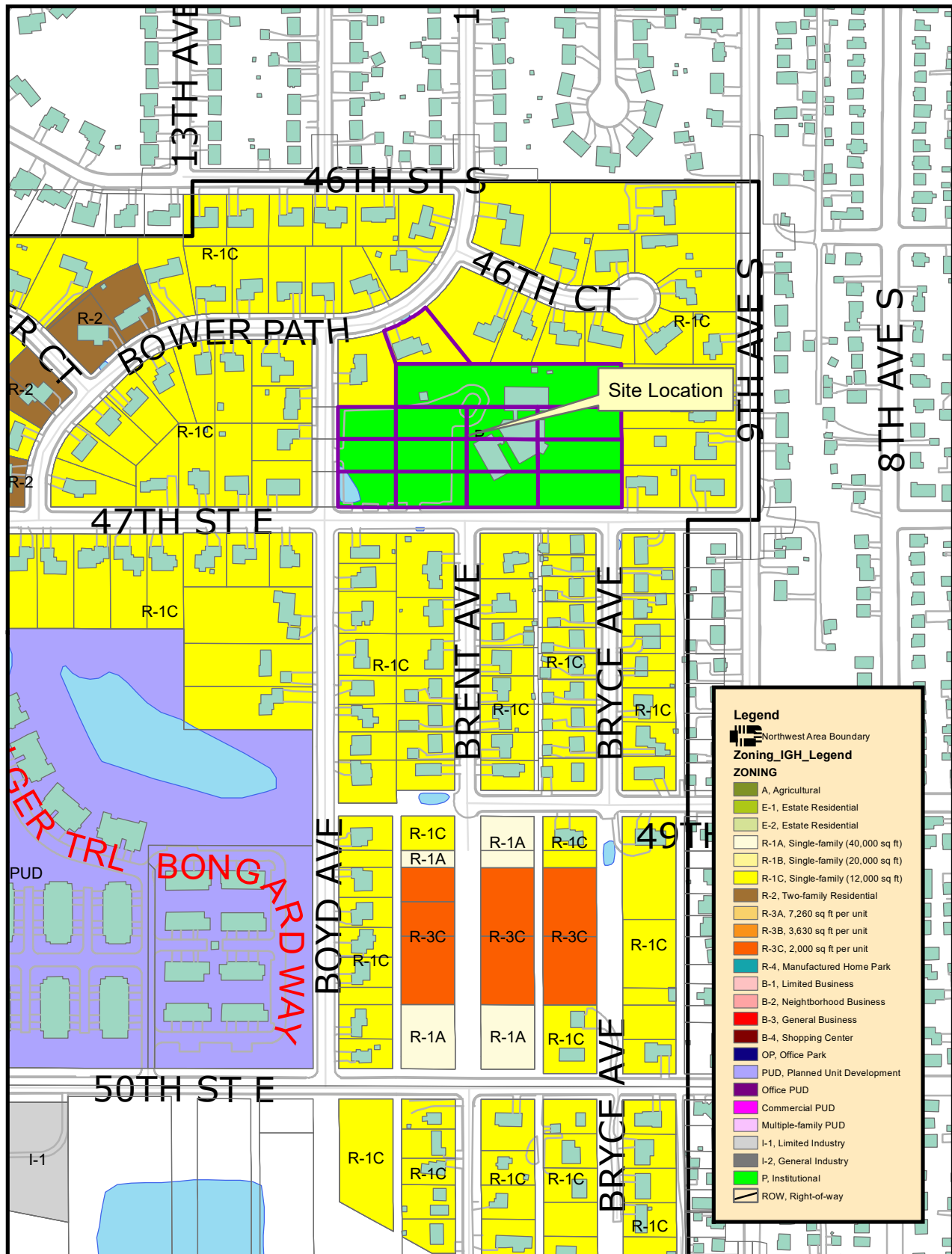
Rationale: The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The variance request does not appear to have an adverse impact on the surrounding properties as the structure is existing and the neighborhood is developed as single-family residential. The P, Institutional District does not have setback requirements for accessory structures. The proposed setback exceeds the requirements of the abutting zoning district. The site is unique in that by the request of the abutting property owner wanting to purchase property triggers the need for the variance for the existing structure.

B. Denial. If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions and rationale listed in Alternative A, staff is recommending approval of all requests as presented.

Attachments: Exhibit A -Location/Zoning Map
Exhibit B- Comp plan map
Exhibit C - Narrative
Exhibit D- Plan demonstrating rezoning and comp plan changes
Exhibit D- Plats
Exhibit E- Vacation of existing easements

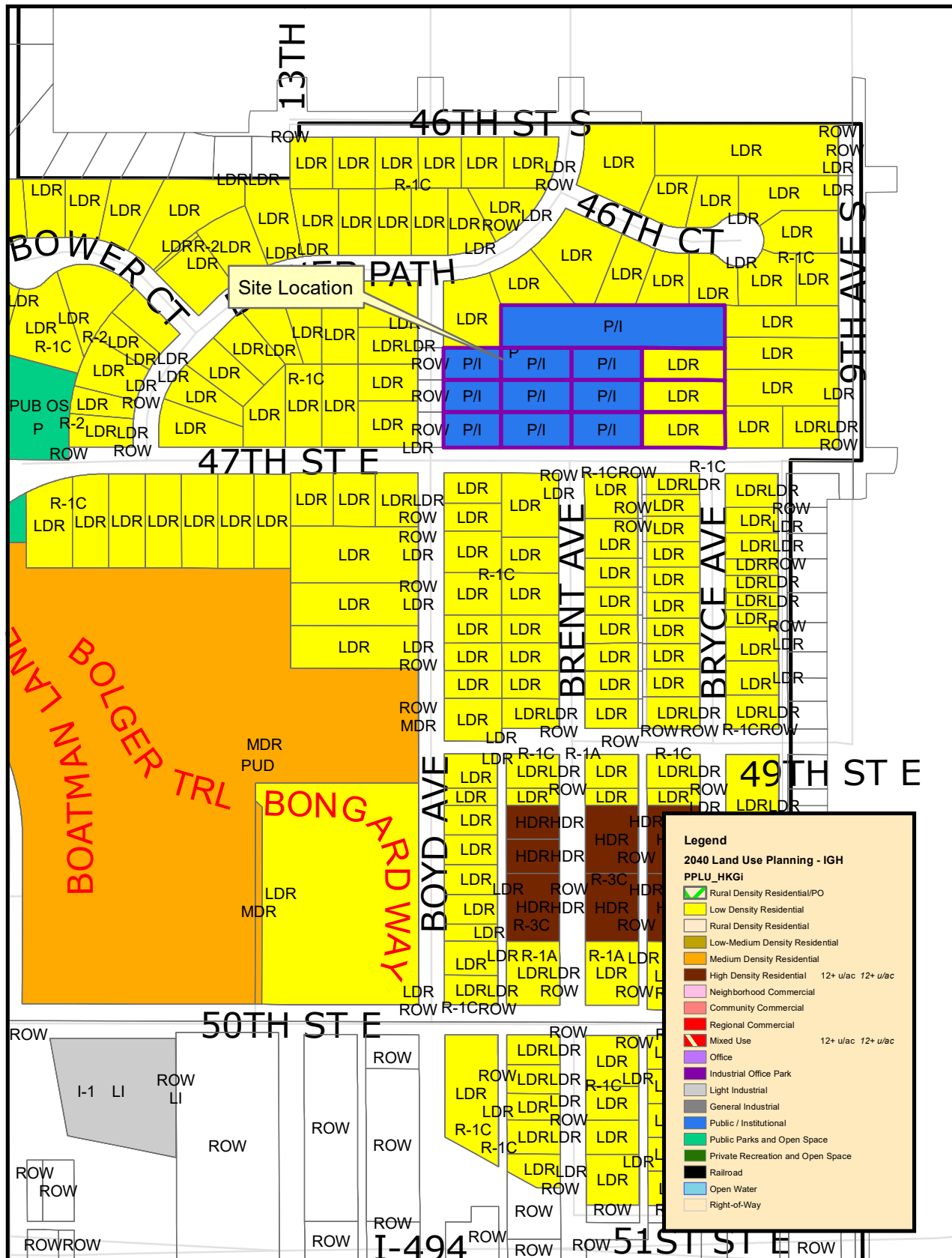


THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS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

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2020



Exhibit A
Zoning and Location Map



Legend

2040 Land Use Planning - IGH

PPLU_HKGI

	Rural Density Residential/PO
	Low Density Residential
	Rural Density Residential
	Low-Medium Density Residential
	Medium Density Residential
	High Density Residential 12+ u/ac 12+ u/ac
	Neighborhood Commercial
	Community Commercial
	Regional Commercial
	Mixed Use 12+ u/ac 12+ u/ac
	Office
	Industrial Office Park
	Light Industrial
	General Industrial
	Public / Institutional
	Public Parks and Open Space
	Private Recreation and Open Space
	Railroad
	Open Water
	Right-of-Way

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

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2020

Exhibit B
Land Use Map

Bethesda Lutheran Church
2855 47th Street
Inver Grove Heights, MN 55076

The **Preliminary Plat** request is made on behalf of Bethesda Lutheran Church as part of a multi-request submittal. The existing thirteen adjacent lots will become one large lot for simplification of property ID, and per recommendation of Inver Grove Heights Planning to bring the property into compliance with current codes of not having a building crossing property lines. This is referred to on the plans as Bethesda 2nd Addition. The new lot would then be subdivided into three parcels with the addition of the residential lot at 4612 Bower Path and a new Division created to include three lots.

A **Rezoning** request is made for the triangular portion of the new Lot 1 that is being sold from Bethesda Lutheran Church to the homeowner of 4612 Bower Path from the P1 Institutional to R1 Residential. The **Rezoning** request is also for Lot 3 from the current P1 Institutional to R1 Residential for a future sale.

A **Comprehensive Plan Amendment** application is included with this packet to incorporate the changes of the two preceding paragraphs.

Bethesda Lutheran Church
2855 47th Street
Inver Grove Heights, MN 55076

A **Variance** Request is made by Bethesda Lutheran Church **for a building to be less than 50 feet from the property line**. With the pending sale of property and new property line locations, the existing single car garage (used as a maintenance shed) is less than 50 feet from the property line as required for a P1 Institutional property. The new property line will be 10 feet from the building. The garage is standard 8 foot walls with 11 feet to the roof peak.

Property owners affected by this variance:

Richard & Kathleen Youngblom	4660 Boyd Avenue E.
Sarah McEllistrem & Eric Rolig	4612 Bower Path
Kathleen & Dennis Bealka Trustee	2900 46th Court E.

VICINITY MAP
SECTION 28, TOWNSHIP 28, RANGE 22,
DAKOTA COUNTY, MINNESOTA



DRAINAGE AND UTILITY EASEMENTS ARE
SHOWN THUS: (NOT TO SCALE)



BEARINGS ARE BASED ON THE SOUTH LINE OF
BLOCK 2, LAMETTI ADD, HAVING A BEARING OF
NORTH 89 DEGREES 55 MINUTES 42 SECONDS
WEST

O DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "LS 53642"

● DENOTES FOUND 1/2 INCH IRON MONUMENT.
 MARKED "LS 9294", UNLESS OTHERWISE SHOWN

] DENOTES PER RECORD DOCUMENT

existing residential

NOTES PER RECORD DOCUMENT

Before and After
Camp Pike

portion
split off
from Church
add to
existing lot.

BLOCK 1

Five small diagrams illustrating the progression of a stroke from a single dot to a full circle, likely representing the 'dot' and 'circle' strokes mentioned in the text.

new residentia lot 8

Reserve
P to R-1C

47th Street E. Hk. 2. Seventh St. S.

- S Line of the NE 1/4 of the SE 1/4, Sec. 28, T. 28, R. 22

39°55'42"W 658.72

EXCEPTION

70438

---W Line of Block 4, LAMETTI ADD.

Line of
1 AM

EXCEPTION

7 4 4 7

— 3 —

---W Line of Block 4, LAMETTI ADD.

1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030

LOUCKS

DESCRIPTION OF PROPERTY SURVEYED

(Per Commitment for Title Insurance issued by DCA Title, as agent for Old Republic National Title Insurance Company, File No. 16-080170 RC, First Supplemental, dated August 10, 2016)

All of Lametti Addition and the vacated 10th and 11th Avenue S. accruing thereto

And

That part of the Northeast Quarter of the Southeast Quarter, Section 28, Township 28, Range 22, Dakota County, Minnesota, described as follows: beginning at the Northeast corner of Lametti Addition according to the recorded plat thereof, said point being 263.16 feet North of the Southeast corner of the said Northeast Quarter of the Southeast Quarter; thence West along the North line of said Lametti Addition a distance of 823.10 feet to the Northwest corner of Lot 1, Block 3 in said Lametti Addition; thence North a distance of 100 feet; thence East and parallel to the North line of said Lametti Addition, a distance of 823.10 feet to a point 100 feet north of the point of beginning; thence South a distance of 100 feet to the point of beginning.

And Excepting therefrom that part thereof platted as Bethesda Addition, according to the U.S. Government Survey thereof.

And Except that part platted as Seidl Lake Addition.

Abstract Property

And

(Per Tax Description)

Lot 2, Block 3, Seidl Lake Addition, Dakota County, Minnesota, according to the recorded plat thereof.

Note: Due to the legal description provided (precisely as worded) the description includes the land within the boundary line shown hereon plus the following described land.

- a) The full 60 foot width of Boyd Avenue, adjacent to the site on the west.
- b) The north half of 47th Street E. abutting the site, from a point about 300 feet west of Boyd Avenue to the centerline of 9th Avenue to the east.
- c) The west half of 9th Avenue from 47th Street E. to a point about 233 feet north of 47th Street E.

Legal fee title is not determined by the surveyor of areas a), b) and c) listed above.

SURVEY REPORT

- The Surveyor was not provided utility easement documents for the subject property except for those shown on the Survey.
- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or reference by existing monuments or witness to the corners are shown hereon.
- The address, if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork is 2855 47th Street E. & 4612 Bower Path Inver Grove Heights, MN 55076.
- The Gross land area is 221,456 +/- square feet or 5.08 +/- acres.
- The bearings for this survey are based on the Dakota County Coordinate System NAD 83 (1986 Adjust).
- The field work was completed on July 25, 2022.
- The partial topography shown hereon in the southeast corner of the property is for future development.

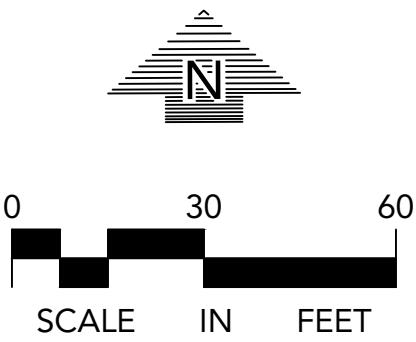
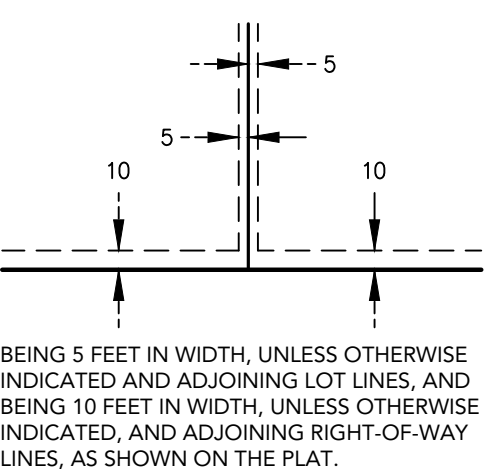
ZONING INFORMATION

P, Institutional ;
Setbacks: Front - 75; Side 50 ft, Rear; 50 ft
Width: 100 ft
Area: 3 acres

R-1C, Single-Family
Setbacks: Front - 30 ft, Side - 10 ft, Rear - 30 ft
Lot Width: 85 ft
Area: 12,000 sq.ft.

Any zoning classification, setback requirements, height and floor space area restrictions, and parking requirements, shown hereon, was researched to the best of our ability and is open to interpretation.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)



BETHESDA LUTHERAN CHURCH
4612 BOWER PATH & 2855 - 47TH STREET E
INVER GROVE HEIGHTS, MN 55076

BETHESDA LUTHERAN CHURCH
2855 - 47TH STREET E
INVER GROVE HEIGHTS, MN 55076

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.louckscinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

08/10/22	SURVEY ISSUED
08/10/22	COMMENTS

PROFESSIONAL SIGNATURE

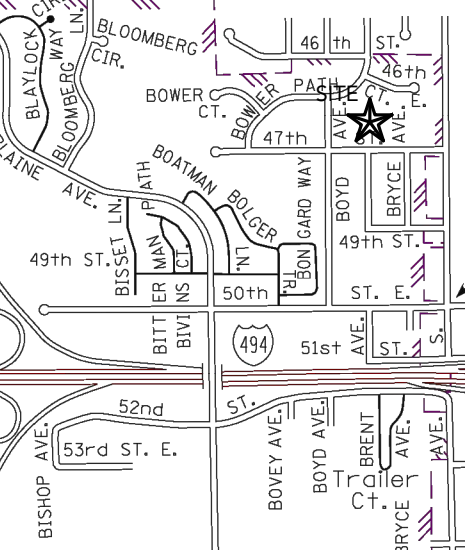
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Jared J. Averbeck
Jared J. Averbeck - PLS
License No. 53642
Date 08/02/22

QUALITY CONTROL

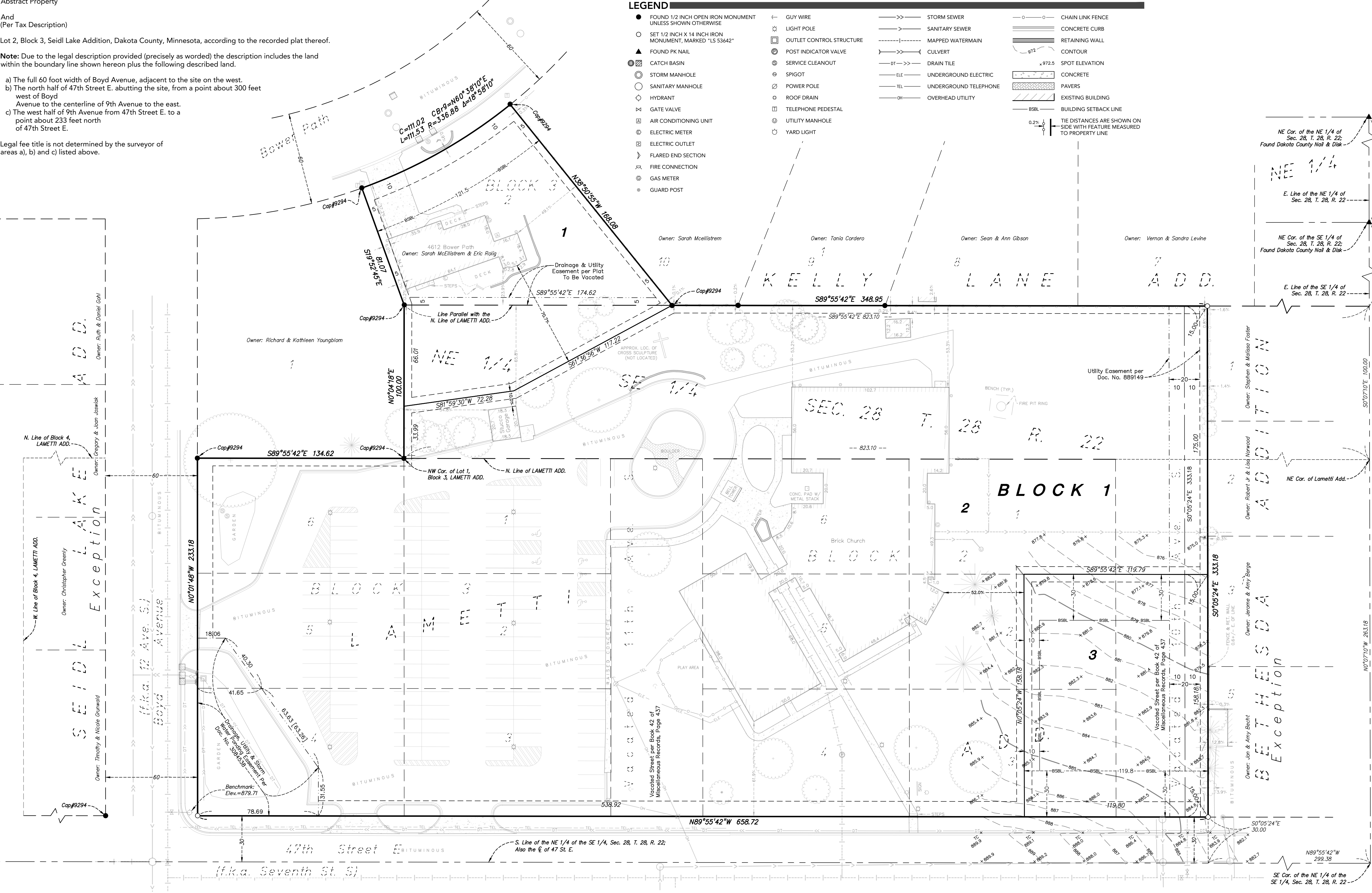
Loucks Project No. 16492A
Project Lead JJA
Drawn By KMM
Checked By JJA
Field Crew DJP

VICINITY MAP



BETHESDA 2ND ADDITION PRELIMINARY PLAT

1 OF 1



BETHESDA 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Bethesda Evangelical Lutheran Church of South St. Paul, a Minnesota corporation, fee owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

All of LAMETTI ADD. and the vacated 10th and 11th Avenue So. accruing thereto

AND

That part of the Northeast Quarter of the Southeast Quarter, Section 28, Township 28, Range 22, Dakota County, Minnesota, described as follows: beginning at the Northeast corner of LAMETTI ADD. according to the recorded plat thereof, said point being 263.16 feet North of the Southeast corner of the said Northeast Quarter of the Southeast Quarter; thence West along the North line of said LAMETTI ADD. a distance of 823.10 feet to the Northwest corner of Lot 1, Block 3 in said LAMETTI ADD.; thence North a distance of 100 feet; thence East and parallel to the North line of said LAMETTI ADD., a distance of 823.10 feet to a point 100 feet north of the point of beginning; thence South a distance of 100 feet to the point of beginning.

And Excepting therefrom that part thereof platted as BETHESDA ADDITION.

And Except that part platted as SEIDL LAKE ADDITION.

AND

Lot 2, Block 3, SEIDL LAKE ADDITION

Has caused the same to be surveyed and platted as BETHESDA 2ND ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Bethesda Evangelical Lutheran Church of South St. Paul, a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Bethesda Evangelical Lutheran Church of South St. Paul

Signature Printed Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Bethesda Evangelical Lutheran Church of South St. Paul, a Minnesota corporation, on behalf of the corporation.

Signature Printed Name, Notary
Notary Public, _____ County, _____
My Commission Expires _____

SURVEYORS CERTIFICATION

I Jared J. Averbeck do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Jared J. Averbeck, Licensed Land Surveyor
Minnesota License No. 53642

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Jared J. Averbeck.

Signature Printed Name, Notary
Notary Public, _____ County, Minnesota
My Commission Expires January 31, 2025

CITY PLANNING COMMISSION OF INVER GROVE HEIGHTS, MINNESOTA

Approved by the planning commission of the city of Inver Grove Heights, Minnesota, this ____ day of _____, 20____.

By: _____ By: _____
Chair Secretary

CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA

This plat was approved by the City Council of the city of Inver Grove Heights, Minnesota, this ____ day of _____, 20____ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd.2.

By: _____ By: _____
Mayor Clerk

DAKOTA COUNTY SURVEYOR, MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

DAKOTA COUNTY DEPARTMENT OF PROPERTY TAXATION AND RECORDS, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021 Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this ____ day of _____, 20____.

By: _____
Amy A. Koethe, Director of Property Taxation and Records

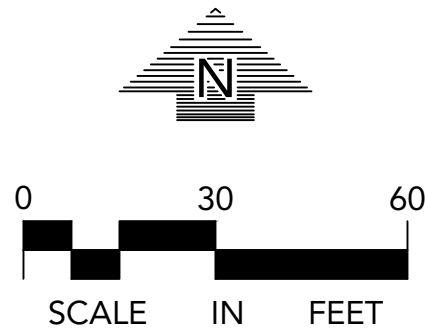
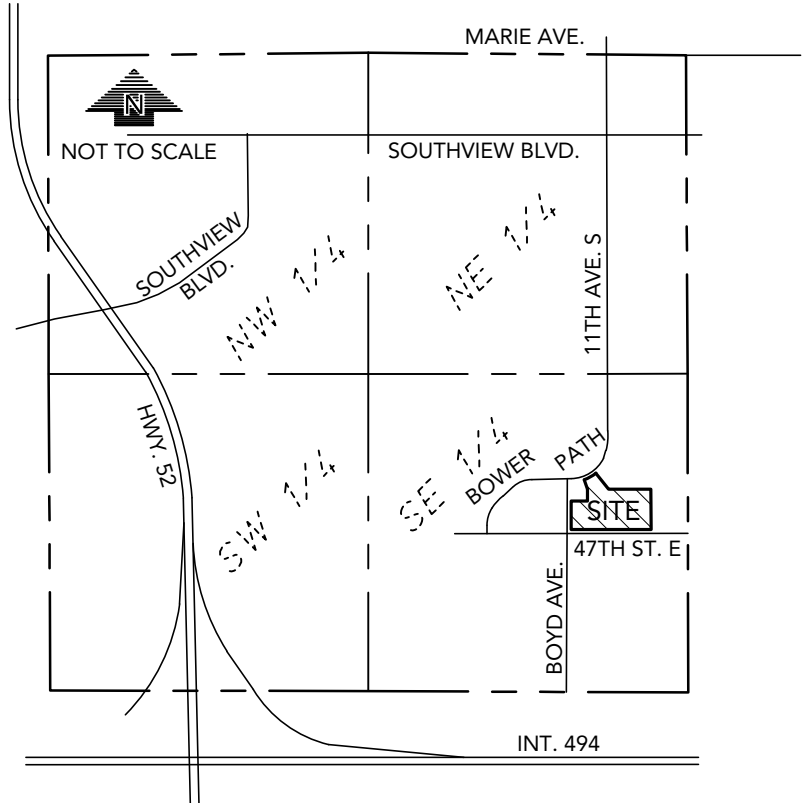
DAKOTA COUNTY RECORDER, MINNESOTA

I hereby certify that this plat of BETHESDA 2ND ADDITION was filed in the Office of the County Recorder for public record this ____ day of _____, 20____, at ____ o'clock ____ .M. as Document No. _____.

By: _____
Amy A. Koethe, County Recorder

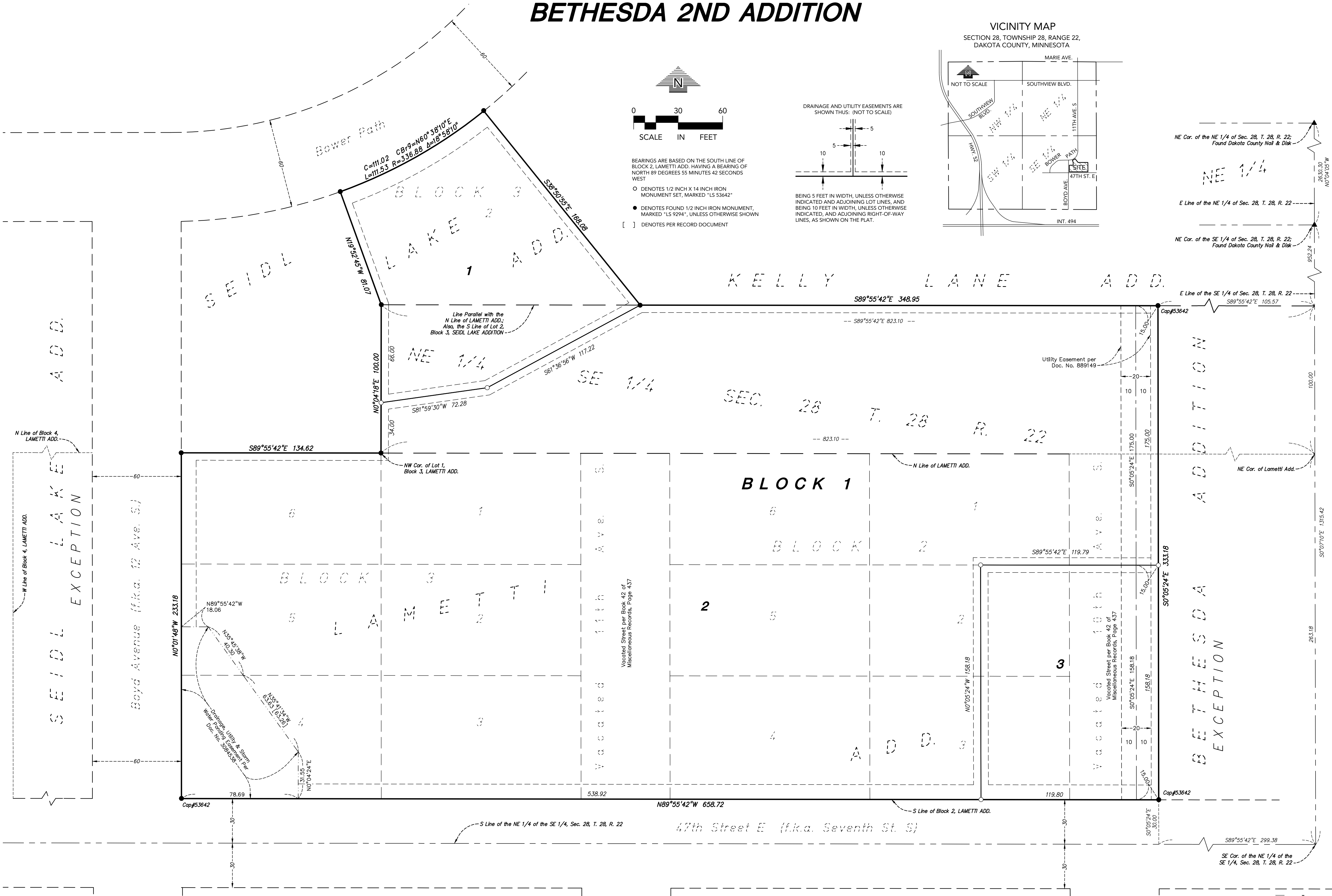
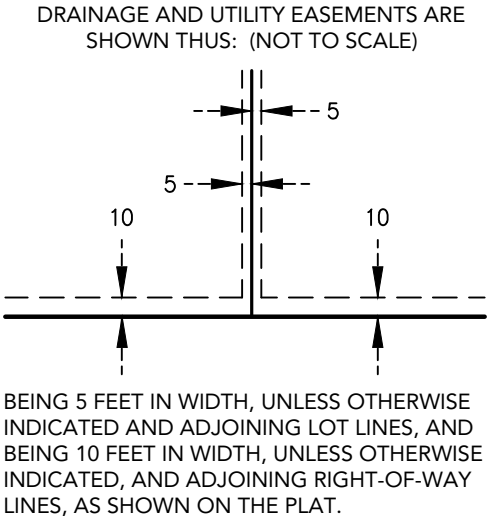
BETHESDA 2ND ADDITION

VICINITY MAP
SECTION 28, TOWNSHIP 28, RANGE 22,
DAKOTA COUNTY, MINNESOTA



BEARINGS ARE BASED ON THE SOUTH LINE OF
BLOCK 2, LAMETTI ADD. HAVING A BEARING OF
NORTH 89 DEGREES 55 MINUTES 42 SECONDS
WEST

- DENOTES 1/2 INCH X 14 INCH IRON
MONUMENT SET, MARKED "LS 53642"
- DENOTES FOUND 1/2 INCH IRON MONUMENT,
MARKED "LS 9294", UNLESS OTHERWISE SHOWN
- [] DENOTES PER RECORD DOCUMENT

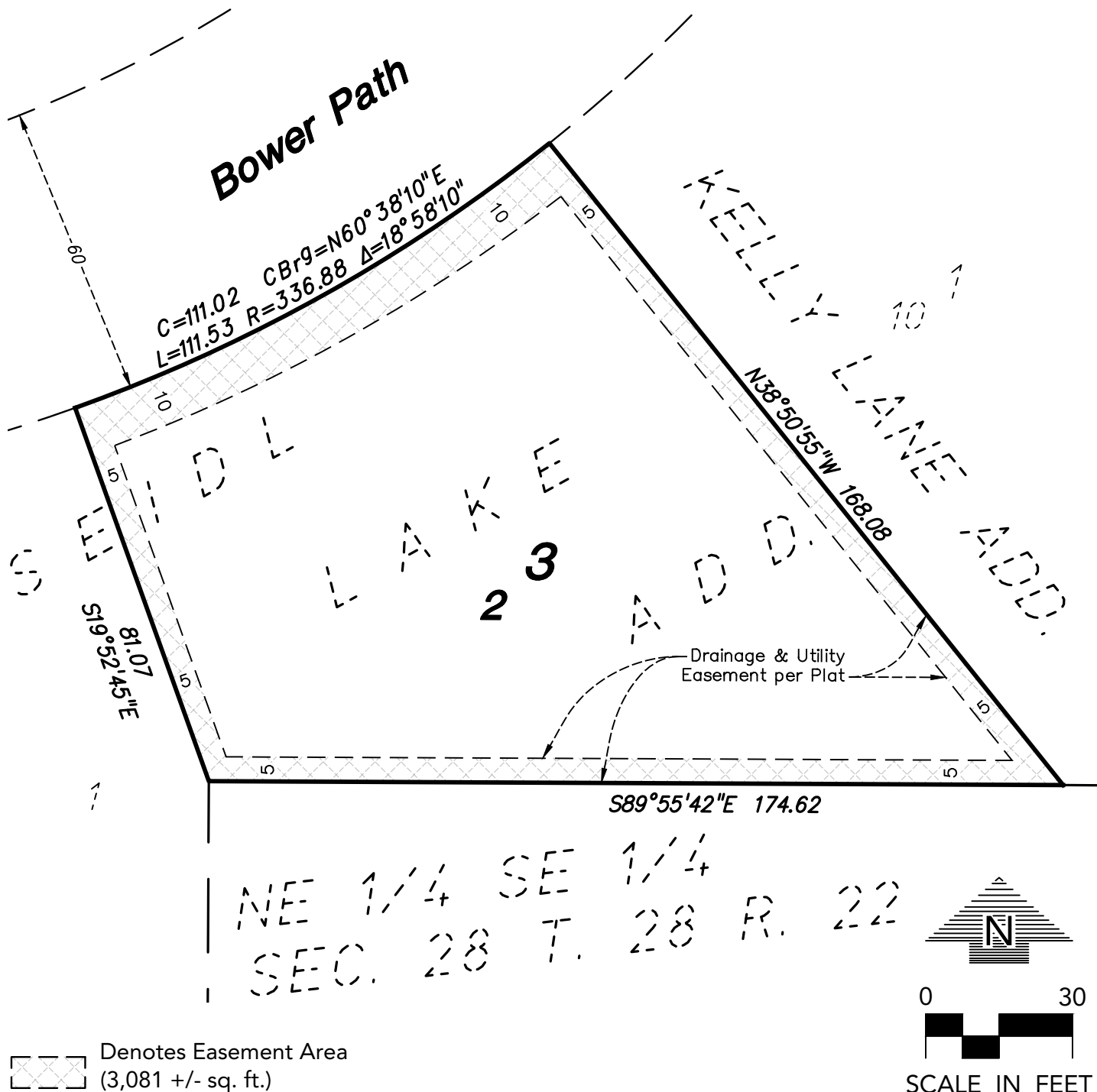


EXHIBIT

Easement Vacation Description

August 16, 2022

The drainage and utility easements as dedicated on Lot 2, Block 3, SEIDL LAKE ADDITION, Dakota County, Minnesota.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Jared J. Averbeck

Jared J. Averbeck - PLS

License No. 53642

08/16/22

Date

LOUCKS

Loucks Project No. 16492A



Request for Council Action

SUBJECT: **Liquor License Violation -- Mallory-Mikayla, LLC, doing business as 451 Beer**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to review the attached supporting documentation and then adopt the attached resolution. The resolution finds one violation of the license holder's liquor license and imposes a civil penalty of \$750 on liquor license holder Mallory-Mikayla, LLC d/b/a 451 Beer for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14: Conditions of License.

BACKGROUND

On August 31, 2022, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders. During the compliance checks, an employee of Mallory-Mikayla LLC, a current liquor license holder doing business as 451 Beer, sold an alcoholic beverage to a person under the age of twenty-one (21) years in violation of the MN State Statute and Inver Grove Heights City Ordinance. This is the licensee's first violation in the past five (5) years.

FISCAL IMPACT

RECOMMENDATION

Staff recommends the Council impose the presumptive penalty pursuant to City Code Section 4-1-19 Subd B. for the first violation within the last five (5) years, a civil penalty of seven hundred fifty dollars (\$750.00).

ATTACHMENTS

1. 22002907 Incident Report Redacted
2. 451 Beer Failure Letter 2022
3. Resolution Finding Liquor License Violation and Imposing Civil Penalties-Mallory-Mikayla, LLC d/b/a 451 Beer



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002907

Title: Alcohol Compliance Checks

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G)	Address:	6530 Cahill Avenue Inver Grove Heights, MN 55076; Dakota US
Incident Type:	Other	Location Description:	451 Liquor
Start Date:	2022-08-31 16:52	Parties Involved:	
End Date:	2022-08-31 17:12	Gariepy, Jabria Nicole	Suspect
Reported Date:	2022-08-31 16:52	451 Beer	
		O'Connell, Paul	Mentioned

CASE INFORMATION

Photos: Yes
Body Cam: Yes

Non NIBRS Reportable: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Timothy Gates	Inver Grove Heights	3630	Primary
Karen Martinez	Inver Grove Heights	36C1	Assisting

SYNOPSIS OF EVENTS

On 8-31-2022 around 1652 the Inver Grove Heights PD conducted an alcohol compliance check in the 6500 block of Cahill Ave.

NARRATIVE

On 8-31-2022 around 1652 the Inver Grove Heights PD conducted an alcohol compliance check at 451 Beer (6530 Cahill Ave). The underage subject being utilized to attempt to make alcohol purchases by the IGH PD was Karen Martinez. Martinez is 19 years old and during the compliance checks was using her own valid Minnesota driver's license that reflected she was under 21 years old. She was also given with instructions on procedures and was provided with pre-recorded government issued buy funds.

On the listed date and time Martinez went into 451 Beer and selected a six pack of Kinky Cocktails. Martinez brought the alcohol to the counter and presented it to the clerk, Jabria Gariepy, for purchase. Gariepy scanned the package and requested payment from Martinez which she provided. The transaction was finalized and Martinez left with the purchased alcohol. The alcohol that was recovered from Martinez was the same that was purchased. It was returned for a refund after being photographed along with the receipt. Sgt Winget obser



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002907

Title: Alcohol Compliance Checks

Case Disposition: Adult Arrest

Contact was made with Gariepy and she was made away that Martinez was not 21 years old and should not have been allowed to purchase alcohol.

Contact was then made with the manager of the business, Paul O'Connell. He was advised of the violation and of the proceedings going forward.

Nothing further; this case should be charged by formal complaint

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Gariepy First: Jabria Middle: Nicole Date of Birth: [REDACTED] (24)

Sex: Female Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: No Ethnicity: [REDACTED] Build: [REDACTED] Complexion:

Residence: [REDACTED]

Cell Phone: [REDACTED] Description:

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

BUSINESS 1

Role(s): Mentioned Business Name: 451 Beer

Location: ; Inver Grove Heights, MN; US

PERSON 2

Role(s): Mentioned

Last: O'Connell First: Paul Middle: Date of Birth:

Residence: 6530 Cahill Avenue; Inver Grove Heights, MN 55076; Dakota

Residence Type: Liquor Store

Work Phone: (651)451-2337 Description:

CASE #: 22002907
INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002907

Title: Alcohol Compliance Checks

Case Disposition: Adult Arrest

CASE #: 22002907

INCIDENT REPORT



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 9, 2022

Mallory-Mikayla LLC (DBA) 451 Beer
6530 Cahill Ave
Inver Grove Heights, MN 55076

Dear 451 Beer:

On August 31, 2022, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. Details about this compliance check failure are found in the attached police incident report.

This is a violation of City of Inver Grove Heights Code Section 4-1-14:
Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

According to our records, this is **your first violation** within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the first violation of a liquor license within the last five (5) years is a civil penalty of \$750.00.

The Police Department will be submitting your violation to the City Council to approve the imposition of a civil penalty of \$750.00. The City Council will consider this matter at its November 14, 2022, City Council meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You are not required to attend this meeting but may attend if you so choose.

If you have any questions regarding our alcohol compliance program please contact me, Commander Joshua Otis, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

A handwritten signature in blue ink, appearing to read "Josh Otis", is written over a horizontal line.

Joshua Otis, Commander

RESOLUTION NO. 22-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
Mallory-Mikayla LLC D/B/A 451 Beer**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment.

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

FINDINGS

- 1.1 Mallory-Mikayla LLC d/b/a 451 Beer (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 6530 Cahill Ave, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2022, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice of the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 6530 Cahill Ave, Inver Grove Heights, Minnesota on or around September 9, 2022, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Mallory-Mikayla LLC at the licensed premises with the person in charge thereof.
- 1.4 The Council considered the alleged liquor license violation on Monday, November 14, 2022, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.5 All persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented to the Council, including all of the materials related to the liquor license violation included in the Council Packet for the November 14, 2022, City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the Licensed Premises located at 6530 Cahill Ave, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on August 31, 2022, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following civil penalty is imposed for the violation:
 - 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty is not paid on or before November 28, 2022, the Off-Sale Mallory-Mikayla LLC d/b/a 451 Beer shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November 2022.

Ayes: Nays:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Liquor License Violation -- Outback Steakhouse**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to adopt the attached resolution, imposing a civil penalty of \$750.00 on liquor license holder Outback Steakhouse of Florida LLC, for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-19.

BACKGROUND

On September 29, 2022, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders. During the compliance checks, an employee of Outback Steakhouse of Florida LLC, a current liquor license holder, sold, furnished or delivered an alcoholic beverage to a person under the age of twenty-one (21) years in violation of the MN State Statute and Inver Grove Heights City Ordinance. This occurrence is Outback Steakhouse of Florida LLC's first violation in the past five (5) years.

FISCAL IMPACT

RECOMMENDATION

Staff recommends the Council impose the presumptive penalty pursuant to City Code Section 4-1-19 Subd B for the first violation of a liquor license within the last five (5) years, which is a civil penalty of seven hundred fifty dollars (\$750.00).

ATTACHMENTS

1. 22003219 Incident Report Redacted
2. Outback Steakhouse Failure Letter 2022
3. Resolution Finding Liquor License Violations and Imposing Civil Penalty-Outback Steakhouse



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22003219

Title: Furnishing alcohol to minor

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1) (90G)

Address: 5723 Bishop Avenue
Inver Grove Heights, MN
55076; Dakota US

Incident Type: Other

Start Date: 2022-09-29 17:45

End Date: 2022-09-29 17:47

Reported Date: 2022-09-29 17:47

Location Description:

Parties Involved:

Young, Brandon Kenneth [REDACTED] Suspect

Ethen, Nate Mentioned

Outback Steak House

CASE INFORMATION

Photos:
Yes

Statements:
Yes

Body Cam:
Yes

OFFICER INFORMATION

Name
Dane Winget

Agency
Inver Grove Heights

Badge
3611

Role
Supervisor

SYNOPSIS OF EVENTS

A routine alcohol license compliance check was done at the 5700 block of Bishop ave. An adult male furnished alcohol to a minor, the adult male was released from the scene, the case is clear by adult arrest.

NARRATIVE

On 9/29/2022 myself and Cadet Martinez conducted routine alcohol compliance checks in the city of IGH. Prior to the checks I instructed Martinez on the procedures. Martinez was instructed to make as little conversation as possible and that she was to not encourage or otherwise coerce servers into furnishing her alcohol beyond requesting an alcoholic beverage and providing her identification card. Martinez was instructed to respond to questions accordingly and if she is asked "are you 21?" she could respond with "yes". Martinez was tasked to use her own MN identification card which reflects her actual age. Martinez is under 21 and has the vertical oriented identification card with the banner indicating she is under 21 years of age. Martinez did not wear any disguise or use any other trickery to falsify her age.

On 9/29/2022 at about 1745 Martinez and I entered the Outback steak house at 5723 Bishop Avenue. Martinez and I sat at the bar. Young, the bartended approached and asked us what we would like to order. Martinez ordered a "Coors light on tap" and Young asked for her identification card. Martinez provided her ID, Young checked the Identification card then poured a Coors light draft and gave it to Martinez. Young left the area and I



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22003219

Title: Furnishing alcohol to minor

Case Disposition: Adult Arrest

advised Martinez to leave the restaurant and wait in the vehicle. I photographed the draft beer in front of Martinez which i uploaded to the case file.

I made contact and identified myself as a Police Officer to Young. I advised him he had just furnished alcohol to a minor. I advised Young of his rights and read him the Miranda warning. Young stated he understood his rights and wished to make a statement. Young told me he was very busy and when he took Martinez order he misread the date on the identification card. Young stated Martinez did not say anything except her drink order and he had erred in reading the ID. I ended the statement which was recorded and uploaded to the case file. I advised Young he was going to be charged for furnishing alcohol to a minor.

I made contact with the on duty manager Nate and I advised him of the situation. The restaurant was very busy and I did not ask for the trainer certification at that time. I made arrangements to get the documents later in the week. Per city ordinance the business has 72 hours to provided the documents. The time will begin at 1400 hours on 9/30/2022. I advised the manager Nate that a letter to the buisness would be sent providing follow-up instructions and information.

In house records showed no prior fails for Outback within the past five years.

Young should be charged by formal complaint for 340A.503.2(1), selling alcohol to a minor. I have no further information at this time the case is cleared by adult arrest.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Young	First: Brandon	Middle: Kenneth	Date of Birth: [REDACTED] (33)
Sex: Male	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]
			Hair: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: No	Ethnicity: [REDACTED]	Build: [REDACTED]
			Complexion: [REDACTED]
Residence:	[REDACTED]		
Cell Phone:	[REDACTED]	Description:	

CHARGES/ORDINANCES

Type: Statute	Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor	UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr	



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22003219

Title: Furnishing alcohol to minor

Case Disposition: Adult Arrest

PERSON 2

Role(s): Mentioned

Last: Ethen

First: Nate

Middle:

Date of Birth:

Residence: 5723 Bishop Avenue; Inver Grove Heights, MN 55076; Dakota US

Residence Type: Restaurant

Cell Phone:

Description:

BUSINESS 1

Role(s): Other,
Mentioned

Business Name: Outback Steak House

Location: 5723 Bishop Avenue; Inver Grove Heights, MN 55076; Dakota US

Cell Phone: (651)457-7688

Description:

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Restaurant

CASE #: 22003219

INCIDENT REPORT



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

October 14, 2022

Outback Steakhouse of Florida LLC
5723 Bishop Ave
Inver Grove Heights, MN 55076

Dear Outback Steakhouse:

On September 29, 2022, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. Details about this compliance check failure are found in the attached police incident report.

This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

According to our records, this is **your first violation** within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the first violation of a liquor license within the last five (5) years is a civil penalty of \$750.00.

The Police Department will be submitting information about this violation to the City Council along with a recommendation for the imposition of the mandatory minimum penalty for a first violation consisting of civil penalty of \$750.00.

The City Council will consider this matter at its November 14, 2022, City Council meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You are not required to attend this meeting but may attend if you so choose.

If you have any questions regarding our alcohol compliance program please contact me, Commander Joshua Otis, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Joshua Otis, Commander

RESOLUTION NO. 22-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
ON-SALE LIQUOR LICENSE HOLDER
Outback Steakhouse of Florida LLC D/B/A Outback Steakhouse**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment.

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

FINDINGS

- 1.1 Outback Steakhouse of Florida LLC d/b/a Outback Steakhouse (the “License Holder”) holds an on-sale intoxicating liquor license (the “License”) for the premises located at 5723 Bishop Ave, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on September 29, 2022, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 5723 Bishop Ave, Inver Grove Heights, Minnesota on or around October 14, 2022, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Outback Steakhouse of Florida LLC at the licensed premises with the person in charge thereof.
- 1.4 Consideration of the alleged liquor license violation was held on Monday, November 14, 2022, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.5 All persons who appeared and desired to be heard regarding the alleged liquor license violation were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the November 14, 2022, City Council meeting, the City Council concludes that the License Holder of the on-sale intoxicating liquor license for the License Premises located at 5723 Bishop Ave, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on September 29, 2022, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's on-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following civil penalty is imposed for the violation:
 - 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty is not paid on or before November 28, 2022, the On-Sale Outback Steakhouse of Florida LLC d/b/a Outback Steakhouse shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November 2022.

Ayes: Nays:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Liquor License Violation -- Trail West, Inc., doing business as Trail Liquors**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to hold a hearing and following that hearing adopt the attached resolution. The resolution finds two violations of the license holder's liquor license and imposes a civil penalty of \$1000 and a one-day license suspension on liquor license holder Trail West, Inc. d/b/a Trail Liquors, for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14: Conditions of License.

BACKGROUND

On August 31, 2022, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders in the City of Inver Grove Heights. During the compliance checks, Trail West Inc., a current liquor license holder, sold an alcoholic beverage to a person under the age of twenty-one (21) in violation of MN State Statute and Inver Grove Heights City Ordinance. Trail West Inc., also violated Inver Grove Heights City Ordinance 4-1-14 Conditions of License subsection J(7) Alcohol Server Training Required because they did not provide proof of the seller's completion of alcohol server training. These two occurrences were Trail West Inc.'s only two violations in the past five (5) years.

FISCAL IMPACT

RECOMMENDATION

Staff recommends Council impose penalties for the two violations within the last five (5) years pursuant to City Code Section 4-1-19 Subd B. by imposing the presumptive penalty for a second violation within 5 years

- One thousand dollar (\$1000.00) civil penalty and;
- One-day license suspension. To occur on one of the following dates
 - November 23, 2022
 - December 16, 2022
 - December 23, 2022

ATTACHMENTS

1. 22002904 Incident Report Redacted

2. 22002904 Supplemental Report #1
3. 22002904 Supplemental Report #2
4. Trail Stop Liquor Failure Letter 2022
5. Resolution Finding Liquor License Violations and Imposing Civil Penalties-Trail West Inc. d/b/a Trail Liquors



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G)	Address:	9740 Robert Trail S Inver Grove Heights, MN 55077; Dakota US
Incident Type:	Other	Location Description:	Trail Liquor
Start Date:	2022-08-31 15:15	Parties Involved:	
End Date:	2022-08-31 15:27	Peterson, Olivia Irina	Suspect
Reported Date:	2022-08-31 15:15	Trail Liquor	
		, "Jim"	Mentioned

CASE INFORMATION

Photos: Yes
Body Cam: Yes

Non NIBRS Reportable: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Timothy Gates	Inver Grove Heights	3630	Primary
Karen Martinez	Inver Grove Heights	36C1	Assisting

SYNOPSIS OF EVENTS

On 8-31-2022 around 1515 the Inver Grove Heights PD conducted an alcohol compliance check in 9700 block of Robert Trail.

NARRATIVE

On 8-31-2022 around 1515 the Inver Grove Heights PD conducted an alcohol compliance check at Trail Liquor (9740 S Robert Trail). The underage subject being utilized to attempt to make alcohol purchases by the IGH PD was Karen Martinez. Martinez is 19 years old and during the compliance checks was using her own valid Minnesota driver's license that reflected she was under 21 years old. She was given instructions on procedures and was provided with pre-recorded government issued buy funds.

On the listed date and time Sgt Winget and Martinez went into Trail Liquor. Sgt Winget was positioned to observe the transaction. Martinez selected a six pack of Cayman Jack Cuban Mojito. Martinez brought the alcohol to the counter and presented it to the clerk, Olivia Peterson, for purchase. Peterson scanned the package and requested payment from Martinez which she provided. The transaction was finalized and Martinez

CASE #: 22002904

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

left with the purchased alcohol. The alcohol that was recovered from Martinez was the same she was witnessed purchasing. It was returned for a refund after being photographed along with the receipt.

Contact was made with Peterson and she was made away that Martinez was not 21 years old and should not have been allowed to purchase alcohol.

Contact was then made with the owner of the business, Jim. He was advised of the violation and of the proceedings going forward.

Nothing further; this case should be charged by formal complaint

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Peterson	First: Olivia	Middle: Irina	Date of Birth: [REDACTED] (27)
Sex: Female	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]
			Hair: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: No	Ethnicity: [REDACTED]	Build: [REDACTED]
			Complexion: [REDACTED]
Residence: [REDACTED]			
Cell Phone: [REDACTED]	Description:		

CHARGES/ORDINANCES

Type: Statute	Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor	UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr	

BUSINESS 1

Role(s): Mentioned	Business Name: Trail Liquor
Location: ; Inver Grove Heights, MN; US	

PERSON 2

Role(s): Mentioned

Last:	First: "Jim"	Middle:	Date of Birth:
Residence: 9740 Robert Trail S; Inver Grove Heights, MN 55077; Dakota US			



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

Residence Type: Liquor Store

Residence Description: Trail Liquor

Cell Phone: (714)585-3310

Description:

CASE #: 22002904

INCIDENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation:

Address: 9740 Robert Trail S
Inver Grove Heights, MN 55077;
Dakota US
Location Description: Trail Liquor

Incident Type: Other
Start Date: 2022-08-31 15:15
End Date: 2022-08-31 15:27
Reported Date: 2022-08-31 15:15

Parties Involved:
Trail Liquor

Photos: Yes
Body Cam: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Dane Winget	Inver Grove Heights	3611	Assisting

NARRATIVE

On 8-31-2022 around 1600 the Inver Grove Heights PD conducted an alcohol compliance check at Trail Liquor (9740 South Robert Trail). The underage subject being utilized to attempt to make alcohol purchases by the IGH PD was Karen Martinez, who at the time of the check was 19 years of age. Martinez had been fully briefed on procedures and was provided twenty dollars of pre-recorded buy funds. It should be noted Martinez was presenting her own Identification card which was not modified or expired and reflected the vertical orientation associated with those under 21 and stated on the ID under her photograph in red letting "Under 21 until...". Martinez was instructed to not wear any disguise or alter her appearance to appear older which she complied with.

During the compliance check I Sgt Winget entered the store in plain clothes in order to observe the transaction. Martinez entered the store and selected a six pack of "Cayman Jack Cuban Mojito". Martinez brought the alcohol to the counter and presented it to the clerk, Olivia Peterson, for purchase. I positioned myself about 10 feet away where I could see and hear the transaction. Peterson scanned the package and requested 10.95 dollars. Martinez provided a 20-dollar bill to Peterson. Peterson finished the transaction and gave change; Martinez requested a receipt which she was provided and left the store with the alcohol and returned to an awaiting police vehicle.



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

I activated my body camera and produced my Police Badge. I contacted Peterson who I fully identified with her MN license, I explained she had just sold alcohol to an under age buyer. Peterson was cooperative and visibly upset. I met with Martinez and was provided the alcohol, receipt and change from the transaction, it was the same alcohol I observed Martinez select and purchase. I photographed the alcohol and receipt. I returned the unopened product and change to the store and received a 20-dollar bill. I got the contact information for the onsite manager "Jim" and made contact via telephone. I requested the training certificates and Jim stated he would need to gather them and get them to me at a later date. I explained to Jim he would be receiving further communication via the mail.

I took a recorded statement from Peterson , I read her the Miranda warning and she indicated she understood her rights and did not wish to speak with me.

Nothing further; this case should be charged by formal complaint the case is closed by adult arrest.

PARTIES INVOLVED

BUSINESS 1

Role(s): Mentioned

Business Name: Trail Liquor

Location: ; Inver Grove Heights, MN; US

CASE #: 22002904

SUPPLEMENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation:

Address:

Incident Type: Other
Start Date:
End Date:
Reported Date:

Location Description:
Parties Involved:

OFFICER INFORMATION

Name	Agency	Badge	Role
Dane Winget	Inver Grove Heights	3611	Supervisor

NARRATIVE

On 8/31/2022 I made contact with the manager of Trail Liquor and advised him of the failed compliance check and I requested he get me the training certificate for the employee.

I followed up with Jim, the manager of Trail Liquor on 9/2/2022 in regards to collecting the required server training documentation. Jim told me he would have the documents for me at the store on 9/5/2022.

I responded to the store on 9/5/2022 and I was advised Jim was not on site and to call him. I made contact with Jim again via the phone and he advised me he found training records for every employee except the employee in question but he was sure she had done the training. Jim advised he had emailed the certification company directly to gather the required training certificate. Jim advised he would call me when he had them. I advised Jim there could be enhanced civil penalties for failure to provide the training documents. I have had no further contact with Jim as of 9/9/2022. This is a violation of city code 4-1-14 J subdivision 7:

"Liquor licensees shall keep on file proof that all persons serving or selling alcoholic beverages at the licensed establishment have completed the alcohol server training required by this section. Such proof shall be kept for at least three (3) years. Proof of a person's completion of alcohol server training shall be presented to a police officer upon request no later than three (3) days after the request, excluding holidays and weekends. Liquor licensees shall submit the following information about all persons who currently serve or sell alcoholic beverages at the licensed establishment with their liquor license renewal application: the person's name, date of birth, date of hire, and the date the person last completed alcohol server training."



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002904

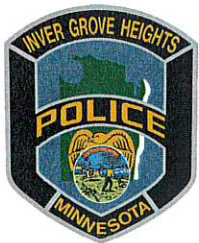
Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

I have no further information, the city Council should be made aware of the secondary violation.

CASE #: 22002904

SUPPLEMENT REPORT



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 9, 2022

Trail West Inc. (DBA) Trail Liquor
9740 S Robert Trail
Inver Grove Heights, MN 55076

Dear Trail Liquor:

On August 31, 2022, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. During that check, your business had **failed the alcohol compliance check and two separate violations of your liquor license were found during the check.**

The first violation was your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

The second violation was that the employee who sold the alcoholic beverage to a person under 21 years of age was working and selling alcoholic beverages had not completed an alcohol server training program. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection J(8):

Violation Of License: No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.

According to our records, you have had no violations within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the violations of a liquor license within the last five (5) years

- First violation: Seven hundred fifty-dollar (\$750.00) civil penalty.
- Second violation: One-Thousand-dollar (\$1000.00) civil penalty and a one (1) day license suspension.

The Police Department will be submitting information about these violations to the City Council along with a recommendation that the Council impose a civil

penalty of \$1000.00 and a one (1) day license suspension to occur on one of the following dates:

- November 23, 2022
- December 16, 2022
- December 23, 2022

The City Council will **hold a hearing regarding these license violations** its November 14, 2022, meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the opportunity to present any information you would like to the City Council related to the August 31, 2022, liquor license violations.

If you have any questions regarding our alcohol compliance program, please contact me, Commander Joshua Otis through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,



Joshua Otis, Commander

RESOLUTION NO. 22-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
Trail West Inc D/B/A Trail Liquor**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 Trail West Inc. d/b/a Trail Liquor (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 9740 S. Robert Trail, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2022, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2022, at the Licensed Premises, and during that compliance check, the police department asked for proof that the employee working at the Licensed Premises who sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21 had completed alcohol server training. The License Holder did not provide proof of completion of server training as required by City Code Section 4-1-14(J)(7).
- 1.4 Notice of a hearing regarding the alleged liquor license violations, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 9740 S. Robert Trail, Inver Grove Heights, Minnesota on or around September 9, 2022, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Trail West Inc., at the licensed premises with the person in charge thereof.
- 1.5 A hearing regarding the alleged liquor license violation was held on Monday, November 14, 2022, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.6 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the November 14, 2022, City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the Licensed Premises located at 9740 S. Robert Trail, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on August 31, 2022, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19. The License Holder also failed to comply with City Code Section 4-1-19 in that the License Holder did not provide proof of completion of alcohol server training by the employee who sold the alcoholic beverage to a person under 21 on August 31, 2022 as required by City Code Section 4-1-14(J)(7).
- 2.2 Each violation is deemed to be a separate violation of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violations are the License Holder's first and second license violations within the past five (5) years

SANCTION

- 3.1 The following civil penalties are imposed for the violations:
- 3.1.1 A one thousand dollar (\$1000.00) civil penalty is imposed. If this penalty is not paid on or before November 28, 2022, the Off-Sale Trail West Inc. d/b/a Trail Liquor shall be suspended without notice to the licensee until the civil penalty is paid.
- 3.1.2 A one-day license suspension is to occur on: _____

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November 2022.

Ayes: Nays:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

Request for Council Action

SUBJECT: **Liquor License Violation - LOOM Lodge 1088, doing business as Moose Lodge # 1088**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to hold a hearing and following that hearing adopt the attached resolution. The resolution finds two violations of the license holder's liquor license and imposes a civil penalty of \$1000 and a one-day license suspension on liquor license holder LOOM Lodge 1088 d/b/a Moose Lodge # 1088 for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14: Conditions of License.

BACKGROUND

On September 29, 2022, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders. During the compliance checks, an employee of LOOM Lodge 1088 d/b/a Moose Lodge # 1088, a current liquor license holder, sold an alcoholic beverage to a person under the age of twenty-one (21) years in violation of the MN State Statute and Inver Grove Heights City Ordinance. LOOM Lodge 1088 also violated Inver Grove Heights City Ordinance 4-1-14 Conditions of License subsections J(4) and (7), Alcohol Server Training Required, because the person who sold the alcoholic beverage did not complete alcohol server training before they were allowed to sell the alcoholic beverage. These two occurrences are LOOM Lodge 1088's only two violations in the past five (5) years.

FISCAL IMPACT

RECOMMENDATION

Staff recommends the Council impose penalties for the two violations within the last five (5) years pursuant to City Code Section 4-1-19 Subd B. by imposing the presumptive penalty for a second violation within 5 years.

- One thousand dollars (\$1000.00) civil penalty and;
- One-day license suspension. To occur on one of the following dates
 - November 23, 2022
 - December 16, 2022
 - December 23, 2022

ATTACHMENTS

1. 22003221 Incident Report Redacted
2. Moose Lodge #1088 Failure Letter 2022
3. Resolution Finding Liquor License Violations and Imposing Civil Penalties-LOOM Lodge 1088
d/b/a Moose Lodge # 1088



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22003221

Title: Furnishing alcohol to minor

Case Disposition: Adult Arrest

CASE #: 22003221

INCIDENT REPORT

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G)	Address:	5927 Concord Boulevard E Inver Grove heights, MN 55076; Dakota US
Incident Type:	Other	Location Description:	
Start Date:	2022-09-29 19:25	Parties Involved:	
End Date:	2022-09-29 19:27	Prantner, Giselle Arianna	Suspect
Reported Date:	2022-09-29 19:27	Moose Lodge	

CASE INFORMATION

Photos:	Statements:	Body Cam:
Yes	Yes	Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Dane Winget	Inver Grove Heights	3611	Supervisor

SYNOPSIS OF EVENTS

On 9/29/2022 while conducting alcohol compliance checks in the 5900 block of concord, an adult female was arrested for furnishing alcohol to a minor. The Adult female was released from the scene the case is cleared by adult arrest.

NARRATIVE

On 9/29/2022 myself and Cadet Martinez conducted routine alcohol compliance checks in the city of IGH. Prior to the checks I instructed Martinez on the procedures. Martinez was instructed to make as little conversation as possible and that she was to not encourage or otherwise coerce servers into furnishing her alcohol beyond requesting an alcoholic beverage and providing her identification card. Martinez was instructed to respond to questions accordingly and if she is asked "are you 21?" she could respond with "yes". Martinez was tasked to use her own MN identification card which reflects her actual age. Martinez is under 21 and has the vertical oriented identification card with the banner indicating she is under 21 years of age. Martinez did not wear any disguise or use any other trickery to falsify her age.

On 9/29/2022 Martinez and I entered the Moose lodge at about 1945 hours. Martinez and I sat at the bar. One of the bartenders Prantner asked us for our orders, I asked for a water while Martinez requested a "wild berry Truly". Prantner retrieved both items without asking for identification. Prantner provided Martinez with the Truly



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22003221

Title: Furnishing alcohol to minor

Case Disposition: Adult Arrest

Drink and Martinez offered twenty dollars which Prantner accepted. The change was returned. I advised Martinez to go outside and wait while I made contact with Staff.

I made contact with one of the Board members, Bauer, and requested to speak with Prantner in private. I explained that Prantner had just furnished alcohol to a minor and advised Prantner of her rights. I then Read her the Miranda warning and Prantner stated she understood her rights but did not wish to make a statement or answer questions. I advised Prantner she would be charged by formal complaint. I advised Bauer they would be receiving a letter from the city with further instructions.

I requested training certificates for Prantner, on 9/30/2022 I was told the Moose lodge was just training Prantner in and they did not have a training certificate for her yet in violation of city code 4-1-14 J4 : "Must Complete Program: Anyone who serves or sells any alcoholic beverage at a licensed establishment shall complete a program of alcohol server training before they are allowed to serve or sell any alcoholic beverage".

Prantner should be charged by formal complaint for Selling Alcohol to a minor. I have no further information at this time the case is cleared by adult arrest.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Prantner First: Giselle Middle: Arianna Date of Birth: [REDACTED] (18)
Sex: Female Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]
Eyes: [REDACTED] Is Juvenile?: No Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]
Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED] Description:

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

BUSINESS 1

Role(s): Mentioned Business Name: Moose Lodge



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22003221

Title: Furnishing alcohol to minor

Case Disposition: Adult Arrest

Location: 5927 Concord Boulevard E; Inver Grove heights, MN 55076; Dakota US

Work Phone: (651)455-2142

Description:

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: **Bar/Nightclub**

CASE #: 22003221

INCIDENT REPORT



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

October 14, 2022

Loom Lodge 1088
5927 Concord Blvd
Inver Grove Heights, MN 55076

Dear Moose Lodge #1088:

On September 29, 2022, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. During that check, your business had **failed the alcohol compliance check and two separate violations of your liquor license were found during the check.**

The first violation was your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

The second violation was that the employee who sold the alcoholic beverage to a person under 21 years of age was working and selling alcoholic beverages had not completed an alcohol server training program. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection J(8):

Violation Of License: No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.

According to our records, you have had no violations within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the violations of a liquor license within the last five (5) years

- First violation: Seven hundred fifty-dollar (\$750.00) civil penalty.
- Second violation: One-Thousand-dollar (\$1000.00) civil penalty and a one (1) day license suspension.

The Police Department will be submitting information about these violations to the City Council along with a recommendation that the Council impose a civil

penalty of \$1000.00 and a one (1) day license suspension to occur on one of the following dates:

- November 23, 2022
- December 16, 2022
- December 23, 2022

The City Council will **hold a hearing regarding these license violations** its November 14, 2022, meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the opportunity to present any information you would like to the City Council related to the August 31, 2022, liquor license violations.

If you have any questions regarding our alcohol compliance program, please contact me, Commander Joshua Otis through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Joshua Otis, Commander

RESOLUTION NO. 22-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
ON-SALE LIQUOR LICENSE HOLDER
LOOM Lodge 1088 D/B/A Moose Lodge #1088**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 LOOM Lodge 1088 d/b/a Moose Lodge #1088 (the “License Holder”) holds an on-sale intoxicating liquor license (the “License”) for the premises located at 5927 Concord Blvd, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on September 29, 2022, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 The Inver Grove Heights Police Department conducted an alcohol compliance check on September 29, 2022, at the Licensed Premises, and during that compliance check, the employee working at the Licensed Premises who sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5) was found to have not completed the required alcohol server training before being allowed to sell alcoholic beverages as required by City Code Section 4-1-14(J)(4).
- 1.4 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for the liquor license violations, was duly given to the License Holder of the License for the premises at 5927 Concord Blvd, Inver Grove Heights, Minnesota on or around October 14, 2022, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to LOOM Lodge 1088, at the licensed premises with the person in charge thereof.
- 1.5 A hearing regarding the alleged liquor license violations was held on Monday, November 14, 2022, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.6 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violations included in the Council Packet for the November 14, 2022, City Council meeting, the City Council concludes that the License Holder of the on-sale intoxicating liquor license for the Licensed Premises located at 5927 Concord Blvd, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 as an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on September 29, 2022, and the Licensee further violated City Code Section 4-1-14(J)(4) in that an employee of the license holder did not have alcohol server training completed before being allowed to sell alcoholic beverages.
- 2.2 Such violations constitute separate violations of the License Holder's on-sale intoxicating liquor license.
- 2.3 Such violations are the License Holder's first and second license violations within the past five (5) years.

SANCTION

- 3.1 The following civil penalties imposed for the violations:
 - 3.1.1 A one thousand dollar (\$1000.00) civil penalty is imposed. If this penalty is not paid on or before November 28, 2022, the on-sale intoxicating liquor license held by LOOM Lodge 1088 d/b/a Moose Lodge #1088 shall be suspended without notice to the licensee until the civil penalty is paid.
 - 3.1.2 A one-day license suspension is to occur on: _____

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November 2022.

Ayes: Nays:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Liquor License Violation -- Monai LLC, doing business as A & M Liquor**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to hold a hearing and following that hearing adopt the attached resolution. The resolution finds two violations of the license holder's liquor license and imposes a civil penalty of \$1000 and a one-day license suspension on liquor license holder Monai LLC d/b/a A & M Liquor, for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14: Conditions of License.

BACKGROUND

On August 31, 2022, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders. During the compliance checks, an employee of Monai LLC, a current liquor license holder, sold an alcoholic beverage to a person under the age of twenty-one (21) years in violation of the MN State Statute and Inver Grove Heights City Ordinance. Monai LLC, also violated Inver Grove Heights City Ordinance 4-1-14 Conditions of License subsection J(4) and (7) Alcohol Server Training Required because the person who sold the alcoholic beverage did not complete an alcohol server training before they were allowed to sell the alcoholic beverage. These two occurrences are Monai LLC's only two violations in the past five (5) years.

FISCAL IMPACT

RECOMMENDATION

Staff recommends Council impose penalties for the two violations within the last five (5) years pursuant to City Code Section 4-1-19 Subd B. by imposing the presumptive penalty for a second violation within 5 years.

- One thousand dollar (\$1000.00) civil penalty and;
- One-day license suspension. To occur on one of the following dates
 - November 23, 2022
 - December 16, 2022
 - December 23, 2022

ATTACHMENTS

1. 22002910 Incident Report Redacted
2. A&M Liquors Failure Letter 2022
3. Resolution Finding Liquor License Violations and Imposing Civil Penalties



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002910

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1) (90G)

Address: 5709 Carmen Avenue
Inver Grove Heights, MN
55076; Dakota US

Incident Type: Other

Location Description: A & M Liquor

Start Date: 2022-08-31 17:29

Parties Involved:
Abraham, Thomas [REDACTED] Suspect

End Date: 2022-08-31 17:49

Karot, Joy [REDACTED] Mentioned

Reported Date: 2022-08-31 17:29

A & M Liquor

CASE INFORMATION

Photos:

Yes

Non NIBRS Reportable: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Timothy Gates	Inver Grove Heights	3630	Primary
Karen Martinez	Inver Grove Heights	36C1	Assisting

SYNOPSIS OF EVENTS

On 8-31-2022 around 1729 the Inver Grove Heights PD conducted an alcohol compliance check in the 5700 block of Carmen Ave.

NARRATIVE

On 8-31-2022 around 1729 the Inver Grove Heights PD conducted an alcohol compliance check at A & M Liquor (5709 Carmen Ave). The underage subject being utilized to attempt to make alcohol purchases by the IGH PD was Karen Martinez. Martinez is 19 years old and during the compliance checks was using her own valid Minnesota driver's license that reflected she was under 21 years old. She was also provided instructions on procedures and was provided with pre-recorded government issued buy funds.

On the listed date and time I went with Martinez into A&M Liquor, I was positioned to observe the transaction while Martinez selected a 25oz can of Ritas Staw-Ber-Rita. Martinez brought the alcohol to the counter and presented it to the clerk, Thomas Abraham, for purchase. Abraham scanned the package and requested payment from Martinez which she provided. The transaction was finalized and Martinez left with the purchased

CASE #: 22002910

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002910

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

alcohol. The alcohol that was recovered from Martinez was the same that was purchased. It was returned for a refund after being photographed along with the receipt.

Contact was made with Abraham and he was made aware that Martinez was not 21 years old and should not have been allowed to purchase alcohol.

Contact was then made with the owner of the business, Joy Karot, in person. He was advised of the violation and of the proceedings going forward. When I requested training records for Abraham, Karot stated he did not have any server training records and Abraham had not been through any required trainings which is a violation of city code 4-1-14 (J).

Nothing further; this case should be charged by formal complaint

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Abraham	First: Thomas	Middle:	Date of Birth:	(60)
Sex: Male	Race:	Height:	Weight:	Hair:
Eyes:	Is Juvenile?: No	Ethnicity:	Build:	Complexion:
Residence:				
Residence Type: Residence/Home				
Cell Phone:		Description:		

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

PERSON 2

Role(s): Mentioned

Last: Karot	First: Joy	Middle:	Date of Birth:	
Sex: Male	Race:	Height:	Weight:	Hair:
Eyes:	Is Juvenile?: No	Ethnicity:	Build:	Complexion:



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002910

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED]

Description:

BUSINESS 1

Role(s): Mentioned

Business Name: A & M Liquor

Location: ; Inver Grove Heights, MN; US

CASE #: 22002910

INCIDENT REPORT



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 9, 2022

Monai LLC (DBA) A & M Liquors
5709 Carmen Ave
Inver Grove Heights, MN 55076

Dear: A & M Liquors:

On August 31, 2022, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. During that check, your business had **failed the alcohol compliance check and two separate violations of your liquor license were found during the check.**

The first violation was your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

The second violation was that the employee who sold the alcoholic beverage to a person under 21 years of age was working and selling alcoholic beverages had not completed an alcohol server training program. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection J(8):

Violation Of License: No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.

According to our records, you have had no violations within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the violations of a liquor license within the last five (5) years

- First violation: Seven hundred fifty-dollar (\$750.00) civil penalty.
- Second violation: One-Thousand-dollar (\$1000.00) civil penalty and a one (1) day license suspension.

The Police Department will be submitting information about these violations to the City Council along with a recommendation that the Council impose a civil

penalty of \$1000.00 and a one (1) day license suspension to occur on one of the following dates:

- November 23, 2022
- December 16, 2022
- December 23, 2022

The City Council will **hold a hearing regarding these license violations** its November 14, 2022, meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the opportunity to present any information you would like to the City Council related to the August 31, 2022, liquor license violations.

If you have any questions regarding our alcohol compliance program, please contact me, Commander Joshua Otis through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,



Joshua Otis, Commander

RESOLUTION NO. 22-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
Monai LLC D/B/A A&M Liquor**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 Monai LLC d/b/a A&M Liquor (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 5709 Carmen Ave, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2022, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2022, at the Licensed Premises, and during that compliance check, the employee working at the Licensed Premises who sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5) was found to have not completed alcohol server training before being allowed to sell alcoholic beverages as required by City Code Section 4-1-14(J)(4).
- 1.4 Notice of a hearing regarding the alleged liquor license violations, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 5709 Carmen Ave, Inver Grove Heights, Minnesota on or around September 9, 2022, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Trail West Inc., at the licensed premises with the person in charge thereof.
- 1.5 A hearing regarding the alleged liquor license violation was held on Monday, November 14, 2022, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.6 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violations included in the Council Packet for the November 14, 2022, City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the Licensed Premises located at 5709 Carmen Ave, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19. The License Holder also failed to comply with City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on August 31, 2022, and City Code Section 4-1-14(J)(4) in that an employee of the license holder did not have alcohol server training completed before being allowed to sell alcoholic beverages.
- 2.2 Such violations are deemed to be separate violations of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violations are the License Holder's first and second license violations within the past five (5) years.

SANCTION

- 3.1 The following civil penalties are imposed for the violations:
- 3.1.1 A one thousand dollar (\$1000.00) civil penalty is imposed. If this penalty is not paid on or before November 28, 2022, the Off-Sale Trail West Inc. d/b/a Trail Liquor shall be suspended without notice to the licensee until the civil penalty is paid.
- 3.1.2 A one-day license suspension is to occur on: _____

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November 2022.

Ayes: Nays:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Liquor License Violation - SuperValu Inc., doing business as Cub Wine & Spirits**

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to hold a hearing and following that hearing adopt the attached resolution. The resolution finds a second violation within five years of the license holder's liquor license and imposes a civil penalty of \$1000 and a one-day license suspension on liquor license holder SuperValu Inc., d/b/a Cub Wine and Spirits., for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14: Conditions of License.

BACKGROUND

On August 31, 2022, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders in the city. During the compliance checks, an employee of SuperValu Inc., a current liquor license holder doing business as Cub Wine & Spirits, sold an alcoholic beverage to a person under the age of twenty-one (21) years in violation of MN State Statutes and Inver Grove Heights City Code. This was SuperValu Inc.'s second violation in the past five (5) years.

The first violation occurred on July 15, 2021. As a result of that violation, Supervalu Inc. paid a \$750.00 civil penalty.

FISCAL IMPACT

RECOMMENDATION

Staff recommends the Council impose the presumptive penalty for the second violation of a liquor license within the last five (5) years pursuant to City Code Section 4-1-19 Subd B, which is:

- One thousand dollar (\$1000.00) civil penalty and;
- One-day license suspension to occur on one of the following dates
 - November 23, 2022
 - December 16, 2022
 - December 23, 2022

ATTACHMENTS

1. Cub Wine & Spirits 1584 Failure Letter 2022

2. Resolution Finding Liquor License Violation and Imposing Civil Penalties-SuperValu Inc., d/b/a Cub Wine & Spirits
3. Resolution 2021-291 - Imposing Sanctions - Off Sale Liquor Violation - Cub Wine & Spirits
4. 22002907 Incident Report



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 9, 2022

SuperValu Inc. (DBA) Cub Wine & Spirits #1584
7804 Cahill Ave
Inver Grove Heights, MN 55076

Dear: Cub Wine & Spirits:

On August 31, 2022, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of the age. Details about this compliance check failure are found in the attached police incident report.

This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

According to our records, this is **your second violation** within the last five (5) years.

- First violation: July 15, 2021- a \$750.00 civil penalty was imposed for this violation (see the attached resolution).

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the second violation of a liquor license within the last five (5) years is a civil penalty of \$1000.00 and a one (1) day license suspension.

The Police Department will be submitting information about this violation to the City Council along with a recommendation for the imposition of the mandatory minimum penalty for a second violation consisting of a civil penalty of \$1000.00 and a one (1) day license suspension to occur on one of the following dates:

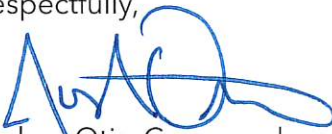
- November 23, 2022
- December 16, 2022
- December 23, 2022

The City Council will **hold a hearing regarding this second liquor license** at its meeting on November 14, 2022, at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the

opportunity to present any information you would like to the City Council related to the August 31, 2022, liquor license violation.

If you have any questions regarding our alcohol compliance program, please contact me, Commander Joshua Otis through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,



Joshua Otis, Commander

RESOLUTION NO. 22-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
SuperValu Inc D/B/A Cub Wine & Spirits #1584**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 SuperValu Inc. d/b/a Cub Wine & Spirits #1584 (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 7804 Cahill Ave, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2022, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 7804 Cahill Ave, Inver Grove Heights, Minnesota on or around September 9, 2022, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to SuperValu Inc., at the licensed premises with the person in charge thereof.
- 1.4 A hearing regarding the alleged liquor license violation was held on Monday, November 14, 2022, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.5 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the November 14, 2022, City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the Licensed Premises located at 7804 Cahill Ave, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on August 31, 2022, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's second license violation within the past five (5) years, as the License Holder was found to have violated its liquor license on July 15, 2021, and a \$750 civil penalty was imposed for that violation by the Inver Grove Heights City Council in 2021.

SANCTION

- 3.1 The following civil penalties are imposed for the violation:
 - 3.1.1 A one thousand dollar (\$1000.00) civil penalty is imposed. If this penalty is not paid on or before November 28, 2022, the Off-Sale SuperValu Inc. d/b/a Cub Wine & Spirits #1584 shall be suspended without notice to the licensee until the civil penalty is paid.
 - 3.1.2 A one-day license suspension is to occur on: _____

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of November 2022.

Ayes: Nays:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

RESOLUTION NO. 2021-291

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
SUPERVALU INC. D/B/A CUB WINE & SPIRITS**

WHEREAS, Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard;

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

FINDINGS

- 1.1 SuperValu Inc., d/b/a Cube Wine and Spirits (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 7804 Cahill Avenue, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 15, 2021 at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation was duly given to the License Holder of the License for the premises at 7804 Cahill Avenue, Inver Grove Heights, Minnesota on or around September 17, 2021, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Cub Wine and Spirits at the licensed premises with the person in charger thereof.
- 1.4 A hearing regarding the alleged liquor license violation was held on Monday, November 8, 2021, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.5 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the November 8, 2021 City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the License Premises located at 7804 Cahill Avenue, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on July 15, 2021, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following sanction is imposed for the violation:
- 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty not paid on or before November 22, 2021, the Off Sale Liquor License for SuperValu Inc. d/b/a Cub Wine and Spirits shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of November, 2021.

Ayes: 5

Nays: 0


Tom Bartholomew, Mayor

Attest:


Rebecca Kiernan, City Clerk



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002907

Title: Alcohol Compliance Checks

Case Disposition: Adult Arrest

CASE #: 22002907

INCIDENT REPORT

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G)	Address:	6530 Cahill Avenue Inver Grove Heights, MN 55076; Dakota US
Incident Type:	Other	Location Description:	451 Liquor
Start Date:	2022-08-31 16:52	Parties Involved:	Gariepy, Jabria Nicole [REDACTED] Suspect
End Date:	2022-08-31 17:12		451 Beer
Reported Date:	2022-08-31 16:52		O'Connell, Paul Mentioned

CASE INFORMATION

Photos: Yes
Body Cam: Yes

Surveillance Video:
No

Non NIBRS Reportable: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Timothy Gates	Inver Grove Heights	3630	Primary
Karen Martinez	Inver Grove Heights	36C1	Assisting

SYNOPSIS OF EVENTS

On 8-31-2022 around 1652 the Inver Grove Heights PD conducted an alcohol compliance check in the 6500 block of Cahill Ave.

NARRATIVE

On 8-31-2022 around 1652 the Inver Grove Heights PD conducted an alcohol compliance check at 451 Beer (6530 Cahill Ave). The underage subject being utilized to attempt to make alcohol purchases by the IGH PD was Karen Martinez. Martinez is 19 years old and during the compliance checks was using her own valid Minnesota driver's license that reflected she was under 21 years old. She was also given with instructions on procedures and was provided with pre-recorded government issued buy funds.

On the listed date and time Martinez went into 451 Beer and selected a six pack of Kinky Cocktails. Martinez brought the alcohol to the counter and presented it to the clerk, Jabria Gariepy, for purchase. Gariepy scanned



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002907

Title: Alcohol Compliance Checks

Case Disposition: Adult Arrest

the package and requested payment from Martinez which she provided. The transaction was finalized and Martinez left with the purchased alcohol. The alcohol that was recovered from Martinez was the same that was purchased. It was returned for a refund after being photographed along with the receipt.

Contact was made with Gariepy and she was made away that Martinez was not 21 years old and should not have been allowed to purchase alcohol.

Contact was then made with the manager of the business, Paul O'Connell. He was advised of the violation and of the proceedings going forward.

Nothing further; this case should be charged by formal complaint

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Gariepy	First: Jabria	Middle: Nicole	Date of Birth: [REDACTED] (24)
Sex: Female	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: No	Ethnicity: [REDACTED]	Build: [REDACTED]
Complexion: [REDACTED]			
Residence: [REDACTED]			
Cell Phone: [REDACTED]	Description:		

CHARGES/ORDINANCES

Type: Statute	Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor	UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr	

BUSINESS 1

Role(s): Mentioned	Business Name: 451 Beer
Location: ; Inver Grove Heights, MN; US	

PERSON 2

Role(s): Mentioned

Last: O'Connell	First: Paul	Middle:	Date of Birth:
-----------------	-------------	---------	----------------



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 22002907

Title: Alcohol Compliance Checks

Case Disposition: Adult Arrest

Residence: 6530 Cahill Avenue; Inver Grove Heights, MN 55076; Dakota

Residence Type: Liquor Store

Work Phone: (651)451-2337

Description:

CASE #: 22002907

INCIDENT REPORT



Request for Council Action

SUBJECT: 1st Reading of Ordinance Establishing Development Fees for 2023 & Call for Public Hearing

MEETING DATE: November 14, 2022

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511
Brian Connolly, Public Works Director, 651.450.2571
Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to approve a first reading of the attached ordinance, which establishes planning and development-related fees for calendar year 2023 and set a public hearing on the proposed ordinance for Monday, November 28 at 6:00 p.m.

BACKGROUND

Minnesota Statute requires that certain land use planning and development related fees be established by ordinance following a public hearing. This is an annual item that comes before the City Council and encompasses both fees for various land-use applications, such as a preliminary or final plat, rezoning, conditional use permit or variance application, but also connection fees for the City's three utility systems (water, sewer and stormwater), which are paid as part of the development process.

The proposed connection fees for the City's utility systems (Section 1 of the attached ordinance) reflect the work of the ongoing utility rate study, and include a combination of standard inflationary increases as well as some adjustment or realignment of fees for the sake of equity and efficiency. The planning and land-use application fees contain a few modest adjustments from the current rates, but generally follow the same form and amounts as the 2022 fee schedule.

Staff will provide a presentation of the proposed ordinance and more detail and explanation of the proposed fees during the first reading on November 14.

FISCAL IMPACT

RECOMMENDATION

Staff recommends approval of the first reading and the calling of a public hearing, to correspond with the second reading of the ordinance, for Monday, November 28 at 6:00 p.m. in the Council Chambers.

ATTACHMENTS

1. Ordinance Amending Utility Connection and Development Fees (1st Reading Nov 14 2022 CC Mtg)

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 3,
CHAPTER 4, SECTIONS (2)(2) RELATED TO WATER, SANITARY SEWER, AND
STORMWATER SYSTEM CONNECTION FEES AND SANITARY SEWER AND
WATER TRUNK AREA ASSESSMENTS; SECTION 8-7-4 RELATED TO
STORMWATER SYSTEM RATES AND CHARGES; AND SECTION 10-3-8 RELATED
TO LAND USE APPROVAL FEES AND DEPOSITS**

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

Section One. Amendment. Section 3-4-2-2(C) of the Inver Grove Heights City Code is hereby repealed and replaced in its entirety as follows:

C. Connection Fees for Water Utility System. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA) and for land located within the Northwest Area. Connection fees are required to be paid at the time of plat and at the time of issuance of building permit as noted in Table 3-4-2-2(C)(1). Fees required to be paid at time of plat must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Table 3-4-2-2(C)(1)

FEE	AMOUNT
Land Outside the Northwest Area	
<i>Fees due at time of plat **</i>	
Water Plat Connection Fee*	\$1,720 multiplied by a density factor of 3.5 multiplied by net developable acres
<i>Fees due at time of building permit or connection to water system ***</i>	
Water Building Permit Connection Fee	\$1,010.00 per SAC unit
Water Treatment Plant Fee	\$900.00 per SAC unit
Water Core Connection Fee (based on water meter size)	
1 inch (or smaller)	\$2,120.00
1 ½ inch	\$4,230.00

2 inch	\$6,760.00
3 inch	\$13,520.00
4 inch	\$21,120.00
6 inch	\$42,230.00
8 inch (or larger)	\$67,580.00
Land Inside the Northwest Area	
<i>Fees due at time of plat **</i>	
Water Plat Connection Fee (By Zoning District)	
R-1 and R-2	\$1,720.00 multiplied by a density factor of 2.0 multiplied by the net developable area
R-3A	\$1,720.00 multiplied by a density factor of 4.0 multiplied by the net developable area
R-3B	\$1,720.00 multiplied by a density factor of 6.5 multiplied by the net developable area
R-3C	\$1,720.00 multiplied by a density factor of 12.0 multiplied by the net developable area
B-1 and Office Park	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,720.00.
B-2, B-3, and B-4	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet

	to arrive at density units. Then multiply the density units by \$1,720.00.
I-1 and I-2	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,720.00.
P-Institutional	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,720.00.
Mixed Use-Residential and Mixed Use-Commercial	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respected land use of the component. The respective fees for each component shall then be added to compute the total fee,
<i>Fees due at time of building permit or connection to water system ***</i>	
Water Building Permit Connection Fee***	\$3,900.00 per SAC unit
Water Treatment Plant Fee	\$900.00 per SAC unit
Water Core Connection Fee (based on water meter size)	
1 inch (or smaller)	\$2,120.00
1 ½ inch	\$4,230.00
2 inch	\$6,760.00
3 inch	\$13,520.00
4 inch	\$21,120.00

6 inch	\$42,230.00
8 inch (or larger)	\$67,580.00

* The connection fee is not required if the property has been previously specially assessed on an area basis for a trunk water line.

**Payable when property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. In the Northwest Area, no fee is required if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

*** Payable at time of issuance of building permit or when connection is made to the municipal water system, whichever occurs first

Section Two. Amendment. Section 3-4-2-2(D) and (F) of the Inver Grove Heights City Code is hereby repealed and replaced in its entirety as follows:

D. Connection Fees for Sanitary Sewer Utility System. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA) and land located within the Northwest Area. Connection fees are required to be paid at the time of plat and at the time of issuance of building permit as noted in Table 3-4-2-2(D)(1). Fees required to be paid at time of plat must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. Fees required to be paid when a building permit is obtained or a when connection is made to the municipal sanitary sewer system, whichever occurs first. Sanitary sewer plat connection fees for property within the Northwest Area are not required to be paid if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Table 3-4-2-2(D)(1)

FEE	AMOUNT
Land Outside the Northwest Area	
<i>Fees due at time of plat **</i>	
Sanitary Sewer Plat Connection Fee*	\$1,720 multiplied by a density factor of 3.5 multiplied by net developable acres
<i>Fees due at time of building permit or connection to sanitary sewer system ***</i>	
Sanitary Sewer Building Permit Connection Unit Fee	\$580.00 per SAC unit
MCES SAC Unit Fee	\$2,485.00 per SAC unit

B-Line Special Connection Charge (applicable only to the B-Line area)****	\$1,465.00 per SAC unit
Sewer Core Connection Fee (based on water meter size)	
1 inch (or smaller)	\$700.00
1 ½ inch	\$1,390.00
2 inch	\$2,210.00
3 inch	\$4,420.00
4 inch	\$6,910.00
6 inch	\$13,810.00
8 inch (or larger)	\$22,090.00
Land Inside the Northwest Area	
<i>Fees due at time of plat **</i>	
Sewer Plat Connection Fee (By Zoning District)	
R-1 and R-2	\$2,580.00 multiplied by a density factor of 2.0 multiplied by the net developable area
R-3A	\$2,580.00 multiplied by a density factor of 4.0 multiplied by the net developable area
R-3B	\$2,580.00 multiplied by a density factor of 6.5 multiplied by the net developable area
R-3C	\$2,580.00 multiplied by a density factor of 12.0 multiplied by the net developable area
B-1 and Office Park	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,580.00.
B-2, B-3, and B-4	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR

	required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,580.00.
I-1 and I-2	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,580.00.
P-Institutional	Multiply the net developable area by 43,560 to determine square footage, then take the square footage and multiply it by 0.25 (the minimum FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,580.00.
Mixed Use-Residential and Mixed Use-Commercial	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respected land use of the component. The respective fees for each component shall then be added to compute the total fee,
<i>Fees due at time of building permit or connection to water system ***</i>	
Sanitary Sewer Building Permit Connection Fee***	\$6,960.00 per SAC unit

MCES SAC Unit Fee	\$2,485.00 per SAC unit
Sewer Core Connection Fee (based on water meter size)	
1 inch (or smaller and sewer-only services)	\$700.00
1 ½ inch	\$1,390.00
2 inch	\$2,210.00
3 inch	\$4,420.00
4 inch	\$6,910.00
6 inch	\$13,810.00
8 inch (or larger)	\$22,090.00

*** Payable at time of issuance of building permit or when connection is made to the municipal sanitary sewer system, whichever occurs first

**** The B-line special connection charge only applies to that area of the City served by the B-line sanitary system; for properties in the B-line area, the B-line special connection charge is payable in addition to the other fees set forth in Table 3-4-2-2(D)(1)

Section Three. Amendment. Section 3-4-2-2(G) of the Inver Grove Heights City Code is hereby repealed and replaced in its entirety as follows:

G. Connection Fees for Stormwater System. The following connection fees for the stormwater system, also known as the stormwater utility system, are hereby imposed and required to be paid with respect to land outside of the Northwest Area and for land located within the Northwest Area. The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first. The fees are not required to be paid for outlots if the property is being platted as an agricultural planned unit development in the Northwest Area.

Land Outside the Northwest Area		
	Zoning District	Fee
Stormwater Plat Connection Fee	R-1 and R-2	\$6,840.00 per net developable acre
	R-3A, R-3B and R-3C	\$8,892.00 per net developable acre
	All Other Zoning Districts (B, I and P)	\$15,732.00 per net developable acre
	Mixed Use Zoning Districts	Pro-rated

Land Inside the Northwest Area		
	Zoning District	Fee
Stormwater Plat Connection Fee	R-1 and R-2	\$14,070.00 per net developable acre
	R-3A, R-3B and R-3C	\$16,122.00 per net developable acre
	All Other Zoning Districts (B, I and P)	\$22,962 per net developable acre
	Mixed Use Zoning Districts	Pro-rated

Section Four. Amendment. The table establishing per acre assessment amounts for trunk line area benefit found in Section 3-4-2-3 of the Inver Grove Heights City Code is hereby repealed and replaced as follows:

For water trunk line area benefit	\$5,285.00 per acre
For sanitary sewer trunk line area benefit	\$5,440.00 per acre

Section Five. Amendment. The table listing base fees, other fees, and escrow amounts found in Section 10-3-8 of the Inver Grove Heights City Code is hereby repealed and replaced in its entirety as follows:

REQUEST TYPE	BASE FEE	ABSTRACT FEE	GIS FEE	ESCROW*
Administrative Subdivision	\$200		\$25/lot	
Comprehensive Plan Amendment	\$500		\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200			\$250
Conditional Use Permit	\$500	\$52		\$6,000
Conditional Use Permit - amendment	\$150	\$52		\$1,000
Conditional Use Permit, single-family residential	\$250	\$52		
Final Plat - single family	\$500	\$52	\$25/lot	\$6,000
Final Plat - other (i.e. Commercial or Industrial)	\$200	\$52	\$100/acre	\$6,000

Interim Use Permit	\$500	\$52		\$1,250
Major Site Plan Review	\$500			\$6,000
Non-Conforming Use Certificate	\$500	\$52		\$1,250
Northwest Area Environmental Studies Fee (paid with Final Plat/PUD in NWA)	\$80/gross acre			
Northwest Area Sketch Plan Review				\$1,000
Planned Unit Development (PUD) - Preliminary	\$1,000 + plat fees	\$52		\$6,000
Planned Unit Development (PUD) - Final	\$500	\$52		\$6,000
Planned Unit Development - Amendment	\$250	\$52		\$2,000
Preliminary Plat	\$500 + \$5 per lot			\$6,000
Rezoning	\$500		\$50	\$500
Street Dedication	\$150	\$52	\$50	
Street/Easement Vacation	\$150	\$52	\$50	\$500
Variance	\$200	\$52		
Waiver of Plat	\$300	\$52	\$25	
Wetland Replacement Plan	\$200		\$100/acre	\$2,500
Zoning Code Amendment	\$500			\$500
Zoning Code Amendment - minor	\$100			\$250
Zoning Interpretation Appeal	\$500			\$1,000

Section Six Amendment. Section 8-7-4 of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted language, and the underlined text shows new language:

A. ~~Northwest Area~~ Connection Fees: The city may impose a connection fee ~~within the northwest area~~, based on: 1) the square footage of the property to be charged, adjusted for a reasonable calculation of stormwater runoff, 2) a reasonable

classification of the types of premises to which service is furnished, 3) by reference to the quantity, pollution qualities, and difficulty of disposal of stormwater runoff produced, or 4) any other equitable basis, including any combination of the basis described in items 1) through 3) of this subsection, but excluding any reference to the amount of water consumed. The connection fee must be a fair and equitable share of the amount reasonably calculated to pay total projected capital costs of the ~~northwest area~~ stormwater system constructed as part of the stormwater system within the ~~northwest area~~, including the cost of debt service and related financing costs in connection with obligations issued by the city to finance such improvements, depreciation, a reasonable reserve for capital replacement, and the costs of obtaining and complying with permits required by law. In determining the connection fee, the city may give consideration to all costs of establishing the system, and of improvements, enlargements and extensions necessary to serve adequately the ~~northwest area~~. The connection fee, including timing and manner of payment, shall be specified in subsection [3-4-2-2G](#) of this code, as amended from time to time.

Section Seven. Effective Date. This Ordinance shall be in full force and effect beginning January 1, 2023.

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2022.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk