



Inver Grove Heights City Council
Monday, April 10, 2023 at 6:00 PM
8150 Barbara Ave, 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, April 10, 2023, will be provided to the Council at or before the April 10, 2023 meeting.

NOTICE OF REMOTE MEETING ATTENDANCE: Councilmember Mary T'Kach is expected to attend this meeting remotely from the following location: Martinhal Family Hotel, Quinta do Martinhal, Apartado 54, 8650-908, Sagres, Portugal.

1. Call to Order

2. Roll Call

3. Presentations

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

4. Consent Agenda

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

- A.** Minutes of the March 27, 2023 City Council Meeting
- B.** Approval of Disbursements
- C.** Personnel Actions
- D.** Resolutions Awarding Contract and Approving Budgets for City Project Nos. 2022-09 I, J and L as part of the 2023 Pavement Management Initiative
- E.** Revised Budget Resolution for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation
- F.** Resolutions Awarding Contract and Approving Budgets for City Project Nos. 2023-06 & 2023-10 - Sewer Cleaning & Televising
- G.** Resolutions Awarding Contract and Approving Budget for the 2023 Pavement Management Initiative, City Project No. 2023-09A – Crack Seal
- H.** Resolutions Awarding Contract and Approving Budget for the 2023 Pavement Management Initiative, City Project No. 2023-09B – Seal Coat
- I.** Ordinance Amending City Code to Allow Dog Training Facilities and Resolution Approving a Conditional Use Permit for 6475 Cahill Avenue

- J. Approval to Exceed Allowable Impervious Surface at 7142 River Road
- K. Resolution Re-Approving the Final Plat for Inverpointe Business Park Third Addition
- L. Approval of Email Retention Policy
- M. Approval of Cost Sharing Agreement with Dakota County for Election ePollbook Replacement
- N. Resolution Approving Second Amendment to Development Agreement for Plat of Peltier Reserve
- O. Resolution to Approve 2023 Central Equipment Budget Adjustment for Purchase of a Replacement Paver

5. **Public Hearing**

6. **Regular Business**

- A. Rental Housing Licenses
- B. Variance for the Size of an Accessory Structure at 2421 105th Street East
- C. Request for Short Term Mining Operation
- D. First Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions
- E. First Reading of Ordinance Amending City Code to Allow Police Cadets to Issue Certain Citations
- F. Authorization to Issue Request for Proposals for Insurance Agent Services

7. **Public Comment**

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

8. **Mayor and Council Comments**

9. **Adjourn**

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



Request for Council Action

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

MEETING DATE: April 10, 2023

ITEM TYPE: Presentations

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

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

BACKGROUND

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Inver Grove Heights by the Government Finance Officers Association of the United States and Canada (GFOA) for its 2021 comprehensive annual financial report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

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

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

FISCAL IMPACT

None

RECOMMENDATION

ATTACHMENTS

None

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 27, 2023 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, March 27, 2023, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, Gliva, Scales, T’Kach; Acting City Administrator/Finance Director Hove, Attorney Mikhail, LeVander, Gillen, & Miller, P.a.; City Clerk Kiernan, Community Development Director Rand, Public Works Director Connolly, Parks and Recreation Director Lares

3. PRESENTATIONS:

4. CONSENT AGENDA:

- A.** Approve minutes from February 13, 2023 City Council Regular Meeting
- B.** Approve minutes from the March 6, 2023 City Council Work Session
- C.** Approve minutes from the March 13, 2023 City Council meeting
- D.** Approval of Disbursements. **Resolution 2023-061**
- E.** Personnel Actions
- F.** Approval of Charitable Gambling Raffle by Church of St. Patrick
- G.** Approve Change Order No. 2 for City Project No. 2021-09D - Bryant Lane Area Improvements
- H. Resolution 2023-062** Accepting Proposal for Geotechnical Construction Testing Services from WSB for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation
- I.** Authorization to Enter into 2023-2024 Labor Agreement with IUOE, Local No. 70
- J.** Approve Application for Drinking Water Revolving Fund Loan Consideration for City Project No. 2023-03 - Water Treatment Plant Rehabilitation
- K.** Approval to Opt-In to Additional Opioid-Related Settlement Agreement. **Resolution 2023-063**

Motion by Murphy, second by T’Kach, to approve the Consent Agenda as presented.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

6. REGULAR BUSINESS:

A. Rental Housing Licenses.

Community Development Director Heather Rand presented Rental Housing Licenses for approval. Staff has reviewed the applications and found all to be complete. The requests were also reviewed by the Police Department. Staff recommends approval of the following 13 requests in the order of: rental address, property owner, and property manager:

6965 Archer Ct., Har Krishna Mattaparti & Sarita Veera Dangeti, Rosemount, MN - Har Krishna Mattaparti Rosemount, MN
6381 Crosby Ave., Olivia Estrella Inver Grove Heights, MN
6997 Delaney Ave., Robert Dahl Inver Grove Heights, MN
3303 75th St E., Robert Dahl Inver Grove Heights, MN
7550 Banning, HP Minnesota I LLC Inver Grove Heights, MN - Gary Vanderbush Roseville, MN
6512 Dawn Ave., HPA US1 LLC Chicago, IL - Gary Vanderbush Roseville, MN

3984 64th St E., HPA II Borrower 2021-1 LLC Chicago, IL - Gary Vanderbush Roseville, MN
3760 75th St E., HPA US1 LLC Chicago, IL - Gary Vanderbush Roseville, MN
3363 69th St E., HPA II Borrower 2021-1 LLC Chicago, IL - Gary Vanderbush Roseville, MN
3284 71st St E., HPA US1 LLC Chicago, IL - Gary Vanderbush Roseville, MN
6852 Craig Ct E., HP Minnesota I LLC Chicago, IL - Gary Vanderbush Roseville, MN
7008 River Rd., Cassie L Verch & Anthony J Verch Hampton, MN
8842 Branson, Joseph T Andert Eagan, MN

Motion by T’Kach, second by Gliva, to approve the Rental Housing Licenses as presented.

Ayes: 5

Nays: 0 Motion carried.

B. 2nd Reading of Ordinance Amending City Code to Repeal Certain Business Licenses

City Clerk Rebecca Kiernan presented the 2nd Reading of the Ordinance to Repeal Certain Business Licenses. Current business license categories include:

- Alcoholic Beverage Sales - On and Off Sale
- Pawnbrokers & Precious Metal Dealers
- Bowling Alleys
- Motor Vehicle Sales
- Automobile Service Stations
- Automobile Junkyards
- Massage Businesses
- Body Art Establishments
- Peddlers & Solicitors
- Dog Daycare & Kennels
- Trash Haulers

The following three will be under discussion to repeal:

- Bowling Alleys
- Motor Vehicle Sales
- Automobile Service Stations

The state currently does the regulations for the three (3) above named.

Why the city requires a license:

- Most city licensing activities center around public safety:
 - Adult products (alcohol and tobacco)
 - Risk of criminal activity (massage therapy and pawn shops)
- In Minnesota, cities are generally not involved in public health/sanitation-related inspections or consumer protection. Those fall to the state.

Bowling Alleys:

- Listed in the City Code; no licenses have been issued since at least 1988
- Bowling Alleys that serve alcohol would still be required to have a liquor license
- Only one other city in Dakota County licenses bowling alleys (South St. Paul)

Motor Vehicle Related:

1. Motor Vehicle Sales
2. Automobile Service Stations
3. Automobile Junkyards
 - Proposed Ordinance would repeal #1 and #2 but keep #3.
 - Motor Vehicle Sales & Service Stations are both licensed by the state.
 - Asking what value, the city licensing process adds.

- Modest loss of revenue – approximately \$6,500 per year; frees up staff time for other work.
- Current licenses expire April 30th.

Letters have been sent to all those involved with what is planned to be rescinded.

Requested Action:

- Motion to approve the 2nd Reading of an ordinance repealing certain business licenses as proposed.

Councilmember Scales commented that at a previous meeting it was mentioned there were no junkyards in the city, but one may have been noticed. He questioned if staff has checked.

City Clerk Kiernan replied staff has not looked into it yet but have been notified to do so. It would likely be a zoning issue.

Councilmember Murphy asked if the Council was interested in suspending the rules on the 3rd Reading and going with the 2nd Reading.

Motion by Murphy, second by Gliva, to suspend the rules on the 3rd Reading.

Ayes: 5

Nays: 0 Motion carried.

Motion by Gliva, second by Scales, to approve the 2nd Reading of an Ordinance Amending City Code to Repeal Certain Business Licenses for:

- **Bowling Alleys**
- **Motor Vehicle Sales**
- **Automobile Service Stations**

Ayes: 5

Nays: 0 Motion carried.

C. Approve Final Plans & Specifications, Approve Park Names, and Authorize Advertisement for Bids – Northwest Area Park #1 and Park #2

Parks and Recreation Director Adam Lares discussed two new parks going into the northwest area.

Park Location – Northwest Area Park #1

- Project No. 2211
- Located within the Peltier Development
- 1.5 acres in size
- Gas easement utility line (nothing can be on top of this aside from open green space)

Park Location – Northwest Area Park #2

- Project No. 2212
- Within the Highlands at Settlers Ridge Development
- .5 acres

Design Efforts – Summer 2022:

- City contracted with WSB & Associates to complete consulting and design service options for the two parks
- Community Engagement efforts began:
 - Online engagement platform called Social Pinpointing
 - Awareness and engagement campaigns via social media
 - Neighborhood meetings both onsite and at the Community Center
 - Neighborhood events
- Four Park designs were created (two for each location)

- Residents were asked to review each concept and let staff know what they liked, did not like, or wanted to see modified.
 - Engagement efforts took place from November 15 through December 9, 2022.
- Following feedback from the community and the Parks and Recreation Advisory Commission (PRAC), one design for each of the two parks was selected to move forward with for final design efforts.

Site Design – Northwest Area Park #1 (Peltier Reserve Development):

- 2,800 square foot playground area with multilevel elevations
- Picnic area/green space
- Paved trails
- Open lawn
 - Put out soccer goals to start with
- Preserved Oak Trees

Site Design – Northwest Area Park #2 (Highlands at Settler's Ridge Development):

- Stormwater basin on site allows for more open space

Mayor Dietrich asked if the area frequently held water.

Public Works Director Connolly believed it was a wet basin that held water year-round.

Parks and Recreation Director Lares said staff could get further information.

Councilmember T'Kach asked if alternative grasses would be planted to minimize mowing needs around the wetland, or if the entire space would be mowed.

Parks and Recreation Director Lares replied there is a planting and landscaping budget. They would work with the Environmental Specialist to see what is appropriate to plant near the basin and in the parks. The plan is to create an open green space for activities and active play.

- 3,500 square foot playground area with multilevel elevations
- Half-court basketball court
- Covered seating plaza
- Open green space
- Paved trails
 - Will be a trail connecting Park #1 to Park #2
- Overlook seating
- Utilize topography for a sledding hill

Cost Estimate:

- Final plans, specifications, and bid documents are ready
- Engineer's cost estimate for site development:
 - NWA Park #1: Total of \$248,423.18 (includes construction and 10% contingency)
 - NWA Park #2: Total of \$121,597.25 (includes construction and 10% contingency)

Estimated Timeline:

- March 27, 2023: City Council approves plans and specifications and authorizes bidding
- March 29, 2023: Bid notice published (Pioneer Press, City Website, and Quest)
- April 19, 2023: Bid opening
- April 24, 2023: City Council acceptance of bid, award of contract, and approve budget
- Summer 2023: Construction begins
- Fall 2023: Final completion

Staff is cognizant of what goes into these spaces based off feedback from residents, Commissions, and the City Council.

Councilmember T'Kach referenced Park #2 and asked if there is a view off to the east from the walkway for benches facing that direction.

Parks and Recreation Director Lares replied there are opportunities to add to the site plans. That would be evaluated as time goes on. After the park has been in existence for a year, staff still wants to hear from the public regarding functionality such as what residents like, what could be added, type of activities to add on the trail between the two parks. This could include outdoor fitness equipment, interactive touch points.

The Peltier Development is not fully developed yet, staff knows there may be additional changes. He said they would question whether a pleasure rink could fit; there is one at Vista Pines Park. There is a crossing over Argenta Trail that staff is still working through.

Playground Designs:

- This past February, staff went out for community engagement to see what kind of play features would like to be seen in the parks and how they would like the play structures to be.
- With feedback received from community engagement, Staff put out an RFP (Request For Proposal) to playground vendors for proposals. Results were received.
- Staff worked with the Parks and Recreation Advisory Commission and a subcommittee dedicated to the design of the site and playground.
- PRAC selected two playgrounds.
- Playground designs were shared with residents from March 21 through April 7, 2023.
 - An Open House would be held on Wednesday, April 5th at the Community Center from 6:00 to 7:30 to share input.

Playground Design - Northwest Area Park #1:

- Elevation changes are utilized
- Poured in place rubber would be used (helps with maintenance)
- Playground includes slides, and a rocket ship climbing wall
- Each playground design comes with safety zones for things such as falls

Councilmember Murphy asked if the poured in place rubber had colors, if a color was chosen, or if blue was chosen based off the photos shown.

Parks and Recreation Director Lares replied the color scheme could still be adjusted; blue absorbs heat. This location has a lot of Burr Oaks still in existence that would offer a canopy to the play area.

Playground Design - Northwest Area Park #2:

- Larger play container for older kids
- Small play structure
- Shade cover
- Due to tree removal, tree reforestation would take place in the two parks

Estimated Project Cost:

- Over the past year, staff has included a high-level cost estimate of \$500,000 for development of each of these parks
- Using the city Tree Preservation Fund for reforestation

Estimated Project Cost for NWA Park #1 - Peltier Development:

- Estimated construction cost: \$225,839.25
- 10% contingency
- Playground along with poured in place rubber: \$174,650.00
- Site amenities: \$20,000
 - Estimated Total Project Cost: \$443,073.18

Estimated Project Cost for NWA Park #2 - Highlands at Settler Ridge Development:

- Estimated construction cost: \$110,542.95
- 10% contingency
- Playground: \$280,100.00
- Site Amenities: \$25,900
 - Estimated Total Project Cost: \$427,597.25

Mayor Dietrich questioned how upkeep costs were factored in.

Parks and Recreation Director Lares replied due to the small size, staff is trying to reduce park maintenance. Having woodchips creates more maintenance, staff also has to refill them. He felt the Peltier park location would have the most amount of park maintenance with mowing cycles. Staff tries to anticipate the maintenance costs. He mentioned a new position was recently hired for Park Maintenance. As the parks system continues to grow, it is evaluated per acre. A larger park would require more maintenance and upkeep.

Mayor Dietrich asked what the equipment lifespan would be.

Parks and Recreation Director Lares replied playground equipment is warrantied between 15-25 years. The poured in place warranty is for 5-10 years. Prior to the snow, staff visited an area with poured in place that was 25 years old. Some patching was done, and it still looks great. A lot depends on the care and quality of the product placed.

Councilmember T'Kach asked if poured in place had more experience south of the cities where there are more freeze/thaw cycles that may be seen here. She questioned how changing weather would change performance.

Parks and Recreation Director Lares responded this vendor has a history of utilizing poured in place over the last 20 years. There is maintenance done for poured in place every two years involving a type of sealcoat that helps longevity. He mentioned that he could do research on other locations and their lifespans.

Parks and Recreation Director Lares discussed:

Naming of the new Northwest Area Parks:

- In January, the community was asked for name suggestions for the two locations along with the Parks and Recreation Advisory Commission.
 - 20-30 suggestions were received.
- February 14 - February 28, based on input from residents, the PRAC listed 3-4 names for the community to vote on via a survey

Naming of Park #1 - Peltier Development. 140 respondents.

- Argenta Hills Park (70 votes)
- Cardinal Crest Park (38 votes)
- Twin Oaks Park (32 votes)

Naming of Park #2 - Highlands at Settlers Ridge. 140 respondents.

- Overlook Ridge Park (45 votes)
- Settler Grove (38 votes)
- Highlander Park (30 votes)
- Northwood Park (29 votes)

At the Parks and Recreation Advisory Commission March 8, 2023 meeting, the PRAC voted unanimously to recommend to Council that the name of Park #1 be Argenta Hills Park and Park #2 be Overlook Ridge Park.

Action Requested:

1. Council approval of the plans, specifications, and to authorize to go to bid for both Northwest Area Parks, City Project No. 2211, and No. 2212.
2. Approve recommended park names:

- a. NWA Park #1 to Argenta Hills Park
- b. NWA Park #2 to Overlook Ridge Park

Staff recommends approval of the final plans, specifications, recommended park names, and that Council grant authorization to seek bids for Northwest Area Park #1 - Project Number 2211, and Park #2 - Project Number 2212.

Mayor Dietrich thanked Parks and Recreation Director Lares for all the resident and Parks and Recreation Advisory Commission involvement. It was more than she has noticed in past years. She believed a big return on investment would be the resident follow up.

Councilmember Murphy also thanked the Parks and Recreation Director for moving so fast. The kids are waiting, parents will appreciate it.

Motion by Murphy, second by T’Kach, to approve the final plans, specifications, recommended park names, and that Council grant authorization to seek bids for Northwest Area Park #1, Project Number 2211, and Park #2 - Project Number 2212.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

There were no public comments.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich thanked Councilmember Murphy for doing a fantastic job of being Acting Mayor.

Councilmember T’Kach shared she had the pleasure of speaking about Democracy with a Girl Scout Troop from Inver Grove Heights and Eagan. The ladies were enthusiastic about learning about other states and countries. She said it was a good representation as a City Council Member to be able to do.

Councilmember Murphy thanked the police department for their monitoring of a situation that took place in the city.

9. ADJOURN:

Motion by Scales, second by T’Kach, to adjourn the meeting at 6:43 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Ryan Albright, Accounting Technician, 651.450.2515

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of March 22 – April 4, 2023.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of March 22 – April 4, 2023. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$198,214.05
Special Revenue	133,203.56
Debt Service	-
Capital Projects	27,446.94
Enterprise	165,378.83
Internal Service	57,224.83
Escrows	1,889.70
Total - All Funds	\$583,357.91

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements listing (3.22.2023 - 4.4.2023)

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

RESOLUTION NO. __

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF

March 22, 2023 - April 4, 2023.

WHEREAS a detailed listing of disbursements for the period of March 22, 2023 - April 4, 2023, 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	\$198,214.05
Special Revenue	133,203.56
Debt Service	-
Capital Projects	27,446.94
Enterprise	165,378.83
Internal Service	57,224.83
Escrows	1,889.70
Total - All Funds	\$583,357.91

Adopted this 10th day of April 2023 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report By Fund

Payment Dates 3/22/2023 - 4/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
TYLER TECHNOLOGIES, INC	025-414465	03/23/2023	UB Rate Implementation 2.21 &...	101.41.2000.415.30700	435.00
MID STATE PLUMBING & HEATI...	031723rqst	03/23/2023	Refund - duplicate permit	101.45.0000.3224000	125.00
MN LOCKS	101123860	03/23/2023	Locks and shackle	101.43.5200.443.60016	99.82
LANGUAGE LINE SERVICES	10947882	03/23/2023	Over the phone interpretations...	101.42.4000.421.30700	54.80
FIRST IMPRESSION GROUP	141427	03/23/2023	Rachel M business cards	101.44.6100.459.50030	45.00
MADISON NATIONAL LIFE INSU...	1546023	03/23/2023	Monthly premium 3.2023	101.203.2031700	3,118.70
EYEMED	165677474	03/23/2023	COBRA Premium 3.2023	101.203.2032710	13.66
EYEMED	165678106	03/23/2023	3.2023 Premium	101.203.2032700	200.50
DOUGHERTY, MOLENDASOLFE...	212605	03/23/2023	Conflict prosecution - Lynch 2.2...	101.41.1100.413.30700	120.00
GALLS LLC	23742814	03/23/2023	Tourniquet Replacements	101.42.4000.421.60065	1,606.50
MN LIFE INSURANCE CO	3/1/2023	03/23/2023	Monthly premium 3.2023	101.203.2030900	3,970.29
MN LIFE INSURANCE CO	3/1/2023	03/23/2023	COBRA premium 3.2023	101.203.2030910	102.52
STEVE ST. JACQUE	3/14/2023	03/23/2023	Mailbox replacement	101.43.5200.443.60016	75.00
HODSDON HOME BUILDERS, LLC	3/14/2023	03/23/2023	Refund - contractor license not ...	101.45.0000.3219500	100.00
STEWART PLUMBING INC	3/15/2023	03/23/2023	Refund - over paid plumbing pe...	101.45.0000.3222000	108.00
DNS PLUMBING & HEATING LLC	3/15/2023	03/23/2023	Refund - overpaid mechanical p...	101.45.0000.3224000	82.00
INCLINE ENTERPRISES INC	3/16/2023	03/23/2023	Refund - duplicate permit	101.45.0000.3221000	115.00
INCLINE ENTERPRISES INC	3/16/2023 #2	03/23/2023	Refund - duplicate permit	101.45.0000.3221000	230.00
ASPEN MILLS	310683	03/23/2023	Body armor - officer Meeks	101.42.4000.421.60045	989.00
TOTAL CONSTRUCTION & EQUIP.	35885	03/23/2023	Oakwood Park lighting work	101.44.6000.451.40047	974.89
MN LAW ENFORCEMENT EXP...	5300	03/23/2023	2023 Conference	101.42.4000.421.50078	2,000.00
MN NCPERS LIFE INSURANCE	542000042023	03/23/2023	Monthly premium 4.2023	101.203.2031600	256.00
HOLMES DESIGN, INC.	5448	03/23/2023	parks and rec marketing	101.41.1200.414.30700	1,456.00
HOLMES DESIGN, INC.	5456	03/23/2023	P&R work for Feb 2023	101.44.6100.459.30700	1,080.00
HOLMES DESIGN, INC.	5457	03/23/2023	Summer 2023 Brochure	101.44.6100.459.30700	1,280.00
BIG TOP RENTAL, INC.	72413	03/23/2023	Feb 2023 port a potties	101.44.6000.451.40065	1,175.00
UNIFIRST CORPORATION	900751420	03/23/2023	Streets Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900751420	03/23/2023	Parks Uniforms	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	900754144	03/23/2023	Street Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900754144	03/23/2023	Parks Uniforms	101.44.6000.451.60045	15.93
ESS BROTHERS & SONS INC	DD1245	03/23/2023	Street supplies - tree grate	101.43.5200.443.40046	207.90
ENTERPRISE FM TRUST	FBN4695095	03/23/2023	Lease payment 3.2023	101.42.4000.421.70300	14,433.70
MUNICIPAL EMERGENCY SERVI...	IN1824889	03/23/2023	Nomax hoods	101.42.4200.423.60065	2,900.00
SAFE-FAST, INC.	INV273110	03/23/2023	Streets clothing - Orange breeze...	101.43.5200.443.60045	216.00
MACQUEEN EMERGENCY GRO...	P12197	03/23/2023	new boots	101.42.4200.423.60045	5,932.00
NEWMAN SIGNS INC	TRFINV045697	03/23/2023	Sign supplies	101.43.5200.443.60016	1,168.68
OCCUPATIONAL HEALTH CENTE...	103737643	03/30/2023	Pre-employment physical	101.41.1100.413.30500	162.00
OCCUPATIONAL HEALTH CENTE...	103741107	03/30/2023	Pre-employment physical	101.41.1100.413.30500	162.00
FIRST IMPRESSION GROUP	141372	03/30/2023	Spring 2023 brochure	101.44.6100.459.50030	5,386.00
GET MESSY LLC	16148309	03/30/2023	Remainder for KidCreate Breakf...	101.44.6100.453.30700	135.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.01	03/30/2023	Council meeting related legal fe...	101.41.1000.413.30401	504.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.01	03/30/2023	Mayor/Council legal charges 2....	101.41.1000.413.30420	10,471.10
MCKESSON MEDICAL-SURGICAL ..	20442772	03/30/2023	medical supplies for trucks	101.42.4200.423.60065	21.39
TRIDISTRICT COMMUNITY ED	2223-977	03/30/2023	Facility rental for Fundamental ...	101.44.6100.454.40065	43.75
ASPEN MILLS	310959	03/30/2023	Explorer name tags	101.42.4000.421.50078	31.11
STREAMLINE DESIGN INC	42167	03/30/2023	uniform shirts for duty crew	101.42.4200.423.60045	93.00
LOCAL GOVERNMENT INFORM...	53605	03/30/2023	Monthly payment 3.2023	101.42.4200.423.30700	215.00
DAKOTA CTY FINANCIAL SVCS	5500116	03/30/2023	electric utility	101.43.5400.445.40020	1,016.25
DAKOTA CTY FINANCIAL SVCS	5500396	03/30/2023	Elections equipment maintenanc...	101.41.1200.414.40044	3,023.60
ECOLAB	6337050579	03/30/2023	cleaning supplies	101.42.4200.423.60011	470.25
BILL HICKS & CO., LTD	6945976-00	03/30/2023	9mm ammo	101.42.4000.421.60018	16,477.87
FUN EXPRESS INC	723431325-01	03/30/2023	Egg Hunt Swag Bag supplies	101.44.6100.453.60009	187.44
RCM SPECIALTIES, INC.	8759	03/30/2023	Street repairs	101.43.5200.443.40046	5,512.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAINT PAUL, CITY OF	IN53166	03/30/2023	Report Writing Training	101.42.4000.421.50080	600.00
BIFFS INC	INV15005	03/30/2023	Biff/Hand washing station- Ope...	101.42.4000.421.60068	410.00
HARRIS COMPUTER SYSTEMS	MUNMNM0001350	03/30/2023	Annual CityView software main...	101.45.3300.419.50072	46,090.07
DAKOTA ELECTRIC ASSN	200002468379 3/31/23	03/31/2023	Electric	101.44.6000.451.40020	643.90
DAKOTA ELECTRIC ASSN	200002501658 3/31/23	03/31/2023	Electric	101.44.6000.451.40020	140.35
DAKOTA ELECTRIC ASSN	200003935632 3/31/23	03/31/2023	Electric	101.44.6000.451.40020	178.09
DAKOTA ELECTRIC ASSN	200004267134 3/31/23	03/31/2023	Electric	101.43.5400.445.40020	58.64
DAKOTA ELECTRIC ASSN	200004430542 3/31/23	03/31/2023	Electric	101.44.6000.451.40020	19.93
DAKOTA ELECTRIC ASSN	200010036635 3/31/23	03/31/2023	Electric	101.42.4200.423.40020	2,662.52
WELLS FARGO CREDIT CARD ACH	27th Annual Training C Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	720.00
WELLS FARGO CREDIT CARD ACH	27th Annual Training C Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	360.00
WELLS FARGO CREDIT CARD ACH	4imprint, Inc Lee, Katri WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	2,921.11
XCEL ENERGY	817427450 CR	03/31/2023	FD electric charges	101.42.4200.423.40020	-3,710.27
XCEL ENERGY	818777170	03/31/2023	FD natural gas charges	101.42.4200.423.40010	6,967.57
XCEL ENERGY	818777170	03/31/2023	FD electric charges	101.42.4200.423.40020	1,587.76
XCEL ENERGY	818777170	03/31/2023	Street lighting electric charges	101.43.5400.445.40020	1,676.87
XCEL ENERGY	818777170	03/31/2023	Parks natural gas charges	101.44.6000.451.40010	1,417.81
XCEL ENERGY	818777170	03/31/2023	Parks electric charges	101.44.6000.451.40020	2,075.22
XCEL ENERGY	818906292	03/31/2023	Street lighting electric charges	101.43.5400.445.40020	12,581.55
XCEL ENERGY	819168263	03/31/2023	PD electric	101.42.4000.421.40042	48.63
WELLS FARGO CREDIT CARD ACH	Amazon.Com Chiodo, Mo WF 2...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	-95.02
WELLS FARGO CREDIT CARD ACH	Amazon.Com Dy2hj2zt3 A Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	115.32
WELLS FARGO CREDIT CARD ACH	Amazon.Com H18li1hi2 Lee, Kat...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60010	444.77
WELLS FARGO CREDIT CARD ACH	Amazon.Com He3194zr1 Chiodo...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	104.99
WELLS FARGO CREDIT CARD ACH	Amazon.Com Hp1x083c0 Chiod...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60011	28.27
WELLS FARGO CREDIT CARD ACH	Amazon.Com Lee, Katri WF 2/23...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60010	-444.77
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hd3f51cb1 Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	23.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hd48q2fu1 Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60045	21.36
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hd4es6fp1 Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	12.80
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us He3uk5jj2 Lee, K...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60010	445.31
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us He6su2az1 Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	419.85
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hp2xn8ig1 Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	378.70
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hp7br6ts0 Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	1,260.12
WELLS FARGO CREDIT CARD ACH	Arco Woody'S Pump N Mu Win...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	9.97
WELLS FARGO CREDIT CARD ACH	Aspen Mills Prail, Rya WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60045	486.25
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	250.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	250.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Lee, Katr...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education Winget...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	225.00
WELLS FARGO CREDIT CARD ACH	Bp#6542690golden Exqps Chio...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	36.75
WELLS FARGO CREDIT CARD ACH	Conway Shield Chiodo, Mo WF ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60045	580.23
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fee Waegen...	03/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50070	4.86
WELLS FARGO CREDIT CARD ACH	Crown Trophy Bauer, Cor WF 2/...	03/31/2023	Wells Fargo Purchase Cards	101.41.1100.413.30500	155.00
WELLS FARGO CREDIT CARD ACH	Dispute-1 800 Petmeds O'Conn...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60065	-108.20
WELLS FARGO CREDIT CARD ACH	Dispute-1 800 Petmeds O'Conn...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60065	-201.53
WELLS FARGO CREDIT CARD ACH	Dispute-1 800 Petmeds O'Conn...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60065	-107.45
WELLS FARGO CREDIT CARD ACH	Dispute-Currency Conversi O'C...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60065	-0.50
WELLS FARGO CREDIT CARD ACH	Dispute-Epoch Techniusl O'Co...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60065	-49.99
WELLS FARGO CREDIT CARD ACH	Dispute-Www.1and1.Com O'Co...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.60065	-12.00
WELLS FARGO CREDIT CARD ACH	Drkula'S 32 Bowl Swenhausen ...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.455.60009	50.00
WELLS FARGO CREDIT CARD ACH	Eb Fighting Hoarding Bergum, Er...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	150.00
WELLS FARGO CREDIT CARD ACH	Emsstuff Bergum, Er WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	416.49
WELLS FARGO CREDIT CARD ACH	Facebk Cesqqlbdx2 Looze, Amy...	03/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50025	72.37
WELLS FARGO CREDIT CARD ACH	Fastsigns 270501 Swoboda, B ...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	306.93
WELLS FARGO CREDIT CARD ACH	Fbi National Academy A Otis, Jo...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	115.00
WELLS FARGO CREDIT CARD ACH	Fsp Mpstma O'Connor, WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50070	75.00
WELLS FARGO CREDIT CARD ACH	Glock Professional Inc Madsen, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	250.00
WELLS FARGO CREDIT CARD ACH	Government Finance Off Hove, ...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.50070	250.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH Grand View Lodge Winget, Da ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	348.24	
WELLS FARGO CREDIT CARD ACH Grand View Lodge Winget, Da ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50075	348.24	
WELLS FARGO CREDIT CARD ACH Guardian Supply Howe, Erik WF...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	253.96	
WELLS FARGO CREDIT CARD ACH Holiday Stations 0060 Winget, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	12.00	
WELLS FARGO CREDIT CARD ACH Holiday Stations 0471 Chiodo, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	52.03	
WELLS FARGO CREDIT CARD ACH Holiday Stations 0471 Chiodo, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	38.31	
WELLS FARGO CREDIT CARD ACH Holiday Stations 0471 Chiodo, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	32.25	
WELLS FARGO CREDIT CARD ACH laai Chiodo, Mo WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	103.00	
WELLS FARGO CREDIT CARD ACH lapmo Johnson, S WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60018	218.74	
WELLS FARGO CREDIT CARD ACH In Total Entertainmen Mikel, R...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.30700	100.00	
WELLS FARGO CREDIT CARD ACH In Total Entertainmen Mikel, R...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.30700	100.00	
WELLS FARGO CREDIT CARD ACH Int'L Code Council Inc Chiodo, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	25.17	
WELLS FARGO CREDIT CARD ACH Int'L Code Council Inc Chiodo, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	48.15	
WELLS FARGO CREDIT CARD ACH Int'L Code Council Inc Johnson, S...	03/31/2023	Wells Fargo Purchase Cards	101.45.3300.419.60018	95.00	
WELLS FARGO CREDIT CARD ACH Int'L Code Council Inc Payable, A...	03/31/2023	Wells Fargo Purchase Cards	101.45.3000.419.50080	380.00	
WELLS FARGO CREDIT CARD ACH Inver Grove Brewing Co Bauer, ...	03/31/2023	Wells Fargo Purchase Cards	101.41.1100.413.30500	50.00	
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Hawkins,..	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	7.96	
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Wieder...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	17.24	
WELLS FARGO CREDIT CARD ACH Kwik Trip 11600011684 Chiodo,..	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	51.11	
WELLS FARGO CREDIT CARD ACH Lift Bridge Lodge Otis, Josh WF ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	459.03	
WELLS FARGO CREDIT CARD ACH Lift Bridge Lodge Otis, Josh WF ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	459.03	
WELLS FARGO CREDIT CARD ACH Mallards Igh Payable, A WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.41.1000.413.50075	359.79	
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Rema...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40047	69.90	
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Rema...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.40047	17.93	
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Rema...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	4.88	
WELLS FARGO CREDIT CARD ACH Minn Fire Svc Cert Boa Bernardy..	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	78.75	
WELLS FARGO CREDIT CARD ACH Minnesota Assoc Of Gov Waeg...	03/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50070	165.00	
WELLS FARGO CREDIT CARD ACH Minnesota Chiefs Of Po Otis, Jo...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	193.00	
WELLS FARGO CREDIT CARD ACH Minnesota Chiefs Of Po Otis, Jo...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	1,050.00	
WELLS FARGO CREDIT CARD ACH Minnesota Government F Hove,...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.50070	70.00	
WELLS FARGO CREDIT CARD ACH Minnesota Government F Hove,...	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.50070	70.00	
WELLS FARGO CREDIT CARD ACH Minnesota Government F Payab..	03/31/2023	Wells Fargo Purchase Cards	101.41.2000.415.50070	70.00	
WELLS FARGO CREDIT CARD ACH Minnesota Nursery And O'Conn...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50080	250.00	
WELLS FARGO CREDIT CARD ACH MI Grand Casino Hotel Bernardy..	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	-128.33	
WELLS FARGO CREDIT CARD ACH MI Grand Casino Hotel Bernardy..	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	-128.33	
WELLS FARGO CREDIT CARD ACH Mn laai Chiodo, Mo WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	25.00	
WELLS FARGO CREDIT CARD ACH Mn laai Chiodo, Mo WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	260.00	
WELLS FARGO CREDIT CARD ACH Mn laai Chiodo, Mo WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	260.00	
WELLS FARGO CREDIT CARD ACH Mn Recreation And Park Mikel, ...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.459.50080	25.00	
PETTY CASH - WF PURCHASE C... MONICA CHIODO WF OOP 1/22	03/31/2023	food for family affected by an a...	101.42.4200.423.50075	43.00	
WELLS FARGO CREDIT CARD ACH Nfpa Natl Fire Protect Chiodo, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	175.00	
WELLS FARGO CREDIT CARD ACH Party City 1153 Swenhausen WF...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	51.30	
WELLS FARGO CREDIT CARD ACH Paypal Firemarshal Oswald, Sc...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	40.00	
WELLS FARGO CREDIT CARD ACH Paypal Mpstma O'Connor, WF ...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50070	55.00	
WELLS FARGO CREDIT CARD ACH Qr-Code-Generator.Com Waeg...	03/31/2023	Wells Fargo Purchase Cards	101.41.1300.413.50070	486.25	
WELLS FARGO CREDIT CARD ACH Safariland Training Gr Madsen, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	650.00	
WELLS FARGO CREDIT CARD ACH Safariland Training Gr Madsen, ...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	225.00	
WELLS FARGO CREDIT CARD ACH Samsclub.Com Swenhausen WF...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	55.92	
WELLS FARGO CREDIT CARD ACH Samsclub.Com Wonick, Ju WF 2...	03/31/2023	Wells Fargo Purchase Cards	101.43.5100.442.60065	699.00	
WELLS FARGO CREDIT CARD ACH Sanotech 360 Chiodo, Mo WF 2...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	14,659.47	
WELLS FARGO CREDIT CARD ACH Sensible Land Use Coal Payable,...	03/31/2023	Wells Fargo Purchase Cards	101.45.3000.419.50080	96.00	
WELLS FARGO CREDIT CARD ACH Smk Surveymonkey.Com Dorsh...	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.459.50070	360.00	
WELLS FARGO CREDIT CARD ACH Sp Vtkix.Com Haugland, WF 2/...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	60.99	
WELLS FARGO CREDIT CARD ACH Stax Professional Lee, Katri WF...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	70.00	
WELLS FARGO CREDIT CARD ACH Stax Professional Lee, Katri WF...	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	70.00	
WELLS FARGO CREDIT CARD ACH Streicher'S Mpls Madsen, Be WF...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.40042	109.91	
WELLS FARGO CREDIT CARD ACH Streicher'S Mpls Madsen, Be WF...	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60045	130.00	
WELLS FARGO CREDIT CARD ACH Target 00025197 Lares, Ada...	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50075	11.98	
WELLS FARGO CREDIT CARD ACH Target.Com Bauer, Cor WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00	
WELLS FARGO CREDIT CARD ACH Target.Com Bauer, Cor WF 2/23	03/31/2023	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH Target.Com Bauer, Cor WF 2/23	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.41.1100.413.30500	25.00
WELLS FARGO CREDIT CARD ACH The Corner Store Hawkins, J WF...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	54.61
WELLS FARGO CREDIT CARD ACH Tractor-Supply-Co #019 Bergum...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.40042	87.97
WELLS FARGO CREDIT CARD ACH Turitto S Pizza Burger, Te WF 2/...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.44.6000.451.50075	87.00
WELLS FARGO CREDIT CARD ACH Walgreens #6943 Lee, Katri WF ...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50030	1.99
WELLS FARGO CREDIT CARD ACH Wal-Mart #5089 Swenhaugen ...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	44.87
WELLS FARGO CREDIT CARD ACH Yarusso Brothers Itali Swenhau...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	1,590.00
WELLS FARGO CREDIT CARD ACH Zoom.U.s 888-799-9666 Lee, Kat...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	11.99
WELLS FARGO CREDIT CARD ACH Zoro Tools Inc Chiodo, Mo WF 2...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	21.38
Fund 101 - GENERAL FUND Total:					198,214.05

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

KENDELL DOORS & HARDWARE	IN067379	12/13/2022	A11 keys + cutting	205.44.6200.453.60065	96.60
KENDELL DOORS & HARDWARE	IN067379	12/13/2022	A11 keys + cutting	205.44.6200.453.60065	96.60
R & R SPECIALTIES OF WI, INC.	0078489-in	03/23/2023	blade sharpening	205.44.6200.453.40042	37.50
FIRST IMPRESSION GROUP	141749	03/23/2023	guest pass cards	205.44.6200.453.50030	170.00
HILLER STORES, INC.	2116145	03/23/2023	carpeting/flooring work in Legi...	205.44.6200.453.40040	615.52
HILLER STORES, INC.	2116145	03/23/2023	carpeting work at GS/Memb/El...	205.44.6200.453.40040	2,955.03
COMCAST	31223	03/23/2023	VMCC cable TV 3.2023	205.44.6200.453.50070	336.84
TWIN SOURCE SUPPLY	503109	03/23/2023	cleaning supplies	205.44.6200.453.60011	695.51
TWIN SOURCE SUPPLY	503109	03/23/2023	cleaning supplies	205.44.6200.453.60011	695.51
HOLMES DESIGN, INC.	5456	03/23/2023	P&R work for Feb 2023	205.44.6200.453.30700	1,620.00
HOLMES DESIGN, INC.	5457	03/23/2023	Summer 2023 Brochure	205.44.6200.453.30700	1,920.00
FIRST IMPRESSION GROUP	141372	03/30/2023	Spring 2023 brochure	205.44.6200.453.50030	8,079.00
HUEBSCH SERVICES	20216667	03/30/2023	lobby mats	205.44.6200.453.40065	393.33
HUEBSCH SERVICES	20216667	03/30/2023	lobby mats	205.44.6200.453.40065	98.33
BRIDGEPOINT GLASS, INC.	2023061	03/30/2023	replace broken mirror	205.44.6200.453.40040	925.00
CHILDERS, PAULA	3/15/2023	03/30/2023	swim lesson refund	205.44.0000.3493501	46.00
SCHANK, PARIANN	3/20/2023	03/30/2023	Older Adult Program Cancelled -...	205.44.0000.3493501	40.00
MEDICINE LAKE TOURS	3/28/2023	03/30/2023	Senior trip payment for Bobby ...	205.44.6200.453.50090	1,548.00
KING, DIANA	3/8/2023	03/30/2023	refund for fitness class	205.44.0000.3493501	69.00
PUSH PEDAL PULL	353200	03/30/2023	Boxes for additional TV's	205.44.6200.453.40042	1,232.00
TWIN SOURCE SUPPLY	503302	03/30/2023	misc cleaning supplies	205.44.6200.453.60011	64.61
TWIN SOURCE SUPPLY	503302	03/30/2023	misc cleaning supplies	205.44.6200.453.60011	64.60
MEDPRO WASTE DISPOSAL, LLC	759998	03/30/2023	1st quarter medical waste pick ...	205.44.6200.453.40025	112.21
XCEL ENERGY	818777170	03/31/2023	Aquatic center natural gas char...	205.44.6200.453.40010	12,262.97
XCEL ENERGY	819116178	03/31/2023	Ice arena load profile natural gas	205.44.6200.453.40010	10,481.46
XCEL ENERGY	819116178	03/31/2023	Aquatic center electric charges	205.44.6200.453.40020	12,721.34
XCEL ENERGY	819116178	03/31/2023	Ice arena load profile electric	205.44.6200.453.40020	15,061.84
WELLS FARGO CREDIT CARD ACH Aed Superstore Hofmeister WF ...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	154.79
WELLS FARGO CREDIT CARD ACH Amazon.Com Hp1we4oj1 Roach...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	58.96
WELLS FARGO CREDIT CARD ACH Amazon.Com Q41ga1ff3 A Roac...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	53.10
WELLS FARGO CREDIT CARD ACH American Red Cross Hofmeister...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50070	975.00
WELLS FARGO CREDIT CARD ACH American Red Cross Hofmeister...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60018	220.00
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Fg3km8in3 Hof...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	54.97
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Hd2p37zq2 Hof...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	42.48
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Hd5f40nk1 Hof...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.98
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Hp66i1vm0 Roa...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	27.98
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Vd7f77s73 Hof...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	7.69
WELLS FARGO CREDIT CARD ACH Dollartree Hofmeister WF 2/23	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	29.00
WELLS FARGO CREDIT CARD ACH Kully Supply Roach, Ric WF 2/23	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	140.39
WELLS FARGO CREDIT CARD ACH Kully Supply Roach, Ric WF 2/23	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	54.10
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Bods...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	16.57
WELLS FARGO CREDIT CARD ACH Menards West St Paul M Bods...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	16.56
WELLS FARGO CREDIT CARD ACH Mn Recreation And Park Abrah...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50080	25.00
WELLS FARGO CREDIT CARD ACH Online River, Llc Abrahamson ...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	525.50
WELLS FARGO CREDIT CARD ACH Sams Club #4738 Abrahamson ...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	17.36
WELLS FARGO CREDIT CARD ACH Smk Surveymonkey.Com Dorsh...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50070	540.00
WELLS FARGO CREDIT CARD ACH The Home Depot #2813 Bodsbe...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	41.84
WELLS FARGO CREDIT CARD ACH The Home Depot #2813 Bodsbe...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	41.84
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Bodsbe...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	51.58

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WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Bodsbe...		03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	67.87
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Bodsbe...		03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	67.87
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Gill, Jer...		03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	47.21
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Todd, P...		03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	34.63
WELLS FARGO CREDIT CARD ACH Turitto S Pizza Abrahamson WF ...		03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	56.00
WELLS FARGO CREDIT CARD ACH Zumba Fitness Crary, Amy WF 2...		03/31/2023	Wells Fargo Purchase Cards	205.44.6200.453.50080	38.99
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					75,870.06
Fund: 270 - HOST COMMUNITY FUND					
DAKOTA CTY FINANCIAL SVCS	24001	03/30/2023	Fiber projects	270.47.1400.413.80800	43,862.15
DAKOTA CTY FINANCIAL SVCS	5500368	03/30/2023	Oakwood, Pinebend, South Val...	270.47.1400.413.80800	13,471.35
Fund 270 - HOST COMMUNITY FUND Total:					57,333.50
Fund: 401 - PARK CAPITAL REPLACEMENT					
HOISINGTON KOEGLER GROUP ...	021-002-23	03/30/2023	SV/NV Feb 2023 work	401.44.5900.744.30700	1,087.50
Fund 401 - PARK CAPITAL REPLACEMENT Total:					1,087.50
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
EXPERT TREE AND SERVICE AND...	8960	03/23/2023	Park #2 tree removal - develop...	402.44.6000.451.30700	3,300.00
WSB & ASSOCIATES, INC.	R-020153-000-7	03/30/2023	HVP Phase IV Final Design Work	402.44.6000.451.30700	4,019.00
WSB & ASSOCIATES, INC.	R-021133-000-7	03/30/2023	Peltier Park #2 development wo...	402.44.6000.451.30700	2,891.25
WSB & ASSOCIATES, INC.	R-021133-000-7	03/30/2023	Peltier Park #3 development wo...	402.44.6000.451.30700	2,891.25
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					13,101.50
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	13074.00-22	03/30/2023	117th St. Preliminary Design	436.73.5900.736.30300	2,636.53
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.09	03/30/2023	Correspondence	436.73.5900.736.30420	14.50
Fund 436 - 117TH STREET RECONSTRUCTION Total:					2,651.03
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.09	03/30/2023	Final Cert	440.74.5900.740.30420	542.66
BRAUN INTERTEC CORPORATION	B336197	03/30/2023	Geothech Bolland/62nd	440.74.5900.740.30300	6,246.25
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					6,788.91
Fund: 450 - EMERALD ASH BORER					
EXPERT TREE AND SERVICE AND...	8959	03/23/2023	EAB tree removals	450.75.5900.750.40047	3,818.00
Fund 450 - EMERALD ASH BORER Total:					3,818.00
Fund: 510 - WATER-OPERATING FUND					
MN RURAL WATER ASSOCIATI...	031723memb	03/23/2023	MN rural water membership	510.50.7100.512.50070	400.00
CITY OF BLOOMINGTON	21906	03/23/2023	water samples	510.50.7100.512.30700	480.00
USABUEBOOK	293414	03/23/2023	Plant chemical supplies	510.50.7100.512.60019	83.58
HAWKINS, INC.	6418674	03/23/2023	Chemicals	510.50.7100.512.60019	144.93
SHERWIN-WILLIAMS CO.	8822-6	03/23/2023	Paint mixer	510.50.7100.512.60016	5.94
LONE OAK COMPANIES	90456	03/23/2023	Statement processing 8.2022	510.50.7100.512.30700	494.90
LONE OAK COMPANIES	90456	03/23/2023	Postage credit 8.2022	510.50.7100.512.50035	-61.48
LONE OAK COMPANIES	90960	03/23/2023	Statement processing 10.2022	510.50.7100.512.30700	557.98
LONE OAK COMPANIES	90960	03/23/2023	Postage credit 10.2022	510.50.7100.512.50035	-3.33
BATTERIES PLUS	P56796549	03/23/2023	12V LEAD battery - Arbor tower	510.50.7100.512.60016	27.53
BATTERIES PLUS	P56826314	03/23/2023	12V LEAD battery - WTP	510.50.7100.512.60016	82.59
BATTERIES PLUS	P58937629	03/23/2023	Misc Utilities	510.50.7100.512.60016	27.53
CORE & MAIN LP	S206954	03/23/2023	Meter parts	510.50.7100.512.75500	1,521.06
CORE & MAIN LP	S497630	03/23/2023	New meters	510.50.7100.512.75500	4,697.76
AIR-LAKE MACHINE & WELDING ..	2507660	03/30/2023	Hydrant repairs	510.50.7100.512.60016	1,244.91
CINTAS CORPORATION	4149982697	03/30/2023	Rugs for WTF	510.50.7100.512.40065	52.35
HAWKINS, INC.	6359827	03/30/2023	Chlorine cylinders	510.50.7100.512.60019	10.00
HAWKINS, INC.	6385032	03/30/2023	Chlorine for WTP	510.50.7100.512.60019	1,861.00
HAWKINS, INC.	6422597	03/30/2023	Chlorine cylinders	510.50.7100.512.60019	10.00
LONE OAK COMPANIES	92003	03/30/2023	3.2023 Reminder Notice Process...	510.50.7100.512.30700	180.60
LONE OAK COMPANIES	92016	03/30/2023	3.2023 Statement Processing (5...	510.50.7100.512.30700	504.82
LONE OAK COMPANIES	92016	03/30/2023	3.2023 Postage Credit	510.50.7100.512.50035	-49.33
CORE & MAIN LP	S539790	03/30/2023	touchpads for meters	510.50.7100.512.75500	1,040.71
CORE & MAIN LP	S546148	03/30/2023	Meters	510.50.7100.512.75500	4,642.24
XCEL ENERGY	817427450	03/31/2023	Water electric charges	510.50.7100.512.40020	5,104.80
XCEL ENERGY	818777170	03/31/2023	Water natural gas charges	510.50.7100.512.40010	4,585.27

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XCEL ENERGY	818777170	03/31/2023	Water electric charges	510.50.7100.512.40020	18,372.06
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Hd9h85a92 John...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.40040	137.88
WELLS FARGO CREDIT CARD ACH E J Prescott Inc Div 6 Johnson, M..	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.75500	3,110.00
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Gubash,...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.60016	81.97
WELLS FARGO CREDIT CARD ACH Inver Grove Heights Ac Gubash,...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.60016	55.07
WELLS FARGO CREDIT CARD ACH Mn Pollution Control A Gubash,...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.50080	23.00
WELLS FARGO CREDIT CARD ACH Mn Pollution Control S Gubash, ...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.50080	0.49
WELLS FARGO CREDIT CARD ACH Pshapes-Min-Minneapoli Guba...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.40042	240.15
WELLS FARGO CREDIT CARD ACH Sierra Web-Internet Johnson, M..	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.60045	101.95
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Gubash,...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.60016	23.96
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Gubash,...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.60016	64.86
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Gubash,...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.60016	17.96
WELLS FARGO CREDIT CARD ACH The Home Depot #2843 Johnso...	03/31/2023		Wells Fargo Purchase Cards	510.50.7100.512.75500	146.10
Fund 510 - WATER-OPERATING FUND Total:					50,021.81

Fund: 511 - WATER-CAPITAL FUND

CITY OF EAGAN	3/8/2023	03/23/2023	JPA connections 10/2018-12/2...	511.207.2070500	76,827.60
Fund 511 - WATER-CAPITAL FUND Total:					76,827.60

Fund: 520 - SEWER-OPERATING FUND

LONE OAK COMPANIES	90456	03/23/2023	Statement processing 8.2022	520.51.7200.514.30700	494.90
LONE OAK COMPANIES	90456	03/23/2023	Postage credit 8.2022	520.51.7200.514.50035	-61.49
LONE OAK COMPANIES	90960	03/23/2023	Statement processing 10.2022	520.51.7200.514.30700	557.99
LONE OAK COMPANIES	90960	03/23/2023	Postage credit 10.2022	520.51.7200.514.50035	-3.33
LONE OAK COMPANIES	92003	03/30/2023	3.2023 Reminder Notice Process..	520.51.7200.514.30700	180.60
LONE OAK COMPANIES	92016	03/30/2023	3.2023 Statement Processing (5...	520.51.7200.514.30700	504.82
LONE OAK COMPANIES	92016	03/30/2023	3.2023 Postage Credit	520.51.7200.514.50035	-49.34
DAKOTA ELECTRIC ASSN	200010048618 3/31/23	03/31/2023	Electric	520.51.7200.514.40020	183.61
XCEL ENERGY	818777170	03/31/2023	Sewer natural gas charges	520.51.7200.514.40010	650.87
XCEL ENERGY	818777170	03/31/2023	Sewer electric charges	520.51.7200.514.40020	1,625.96
WELLS FARGO CREDIT CARD ACH Minnesota Wastewater O Kram...	03/31/2023		Wells Fargo Purchase Cards	520.51.7200.514.50070	60.00
WELLS FARGO CREDIT CARD ACH Mnawwa Johnson, M WF 2/23	03/31/2023		Wells Fargo Purchase Cards	520.51.7200.514.50080	300.00
WELLS FARGO CREDIT CARD ACH Wal-Mart #5089 Johnson, M WF..	03/31/2023		Wells Fargo Purchase Cards	520.51.7200.514.60016	39.96
Fund 520 - SEWER-OPERATING FUND Total:					4,484.55

Fund: 530 - STORM WATER-OPERATING

XCEL ENERGY	817262544 CR	03/31/2023	Storm water pump electric cred...	530.74.5900.741.40020	-200.00
XCEL ENERGY	818777170	03/31/2023	Storm water electric charges	530.74.5900.741.40020	248.79
Fund 530 - STORM WATER-OPERATING Total:					48.79

Fund: 533 - STORM WATER-CAPITAL FUND NWA

LEAGUE OF MN CITIES	378475	03/30/2023	LMC Stormwater Contributions	533.74.5900.748.30300	1,340.00
Fund 533 - STORM WATER-CAPITAL FUND NWA Total:					1,340.00

Fund: 550 - INVER WOOD GOLF COURSE

PING	16764283	03/09/2023	golf bags for resale	550.52.8200.523.76350	2,938.00
MTI DISTRIBUTING CO	1376163-00	03/23/2023	equipment repair	550.52.8600.527.40042	367.35
SECURITAS ELECTRONIC SECURI...	2936740	03/23/2023	replace old cell w/ new cell	550.52.8500.526.50055	707.79
NAPA OF INVER GROVE HEIGHTS	355729	03/23/2023	brake cleaner	550.52.8600.527.60022	10.74
NAPA OF INVER GROVE HEIGHTS	357549	03/23/2023	Air & oil filters - GC equipment	550.52.8600.527.40042	53.74
NAPA OF INVER GROVE HEIGHTS	357671	03/23/2023	brake cleaner	550.52.8600.527.60022	10.74
WILSON SPORTING GOODS	4541089429	03/23/2023	rental clubs	550.52.8000.521.40055	846.00
WILSON SPORTING GOODS	4541089429	03/23/2023	apparel for resale	550.52.8200.523.76200	236.82
WILSON SPORTING GOODS	4541089429	03/23/2023	clubs for resale	550.52.8200.523.76250	1,063.71
WILSON SPORTING GOODS	4541089429	03/23/2023	bags for resale	550.52.8200.523.76350	131.60
WILSON SPORTING GOODS	4541089429	03/23/2023	accessories for resale	550.52.8200.523.76400	108.36
PRESTIGE FLAG	720209	03/23/2023	2023 champ course flags	550.52.8600.527.60050	614.53
PRESTIGE FLAG	720211	03/23/2023	front end logo flag	550.52.8600.527.60020	434.09
PRESTIGE FLAG	720217	03/23/2023	EX course flags 2023	550.52.8600.527.60050	421.95
UNIFIRST CORPORATION	900754184	03/23/2023	uniforms and towels	550.52.8600.527.60045	136.81
TITLEIST	914766727	03/23/2023	apparel for resale	550.52.8200.523.76200	141.84
TITLEIST	915003580	03/23/2023	apparel for resale	550.52.8200.523.76200	2,406.20
TITLEIST	915154869	03/23/2023	apparel for resale	550.52.8200.523.76200	51.45
TITLEIST	915154893	03/23/2023	golf balls for resale	550.52.8200.523.76450	3,335.85

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TITLEIST	91588961	03/23/2023	golf balls for resale	550.52.8200.523.76450	1,838.10
COPY RIGHT	91834	03/23/2023	players cards and season passes	550.52.8000.521.50030	470.61
TOLL GAS & WELDING SUPPLY	10504092	03/30/2023	welding gas	550.52.8600.527.60012	66.61
MTI DISTRIBUTING CO	1374339-03	03/30/2023	tri-plex bedknives	550.52.8600.527.40042	177.74
MTI DISTRIBUTING CO	1378762-00	03/30/2023	equipment repair	550.52.8600.527.40042	502.62
MTI DISTRIBUTING CO	1378768-00	03/30/2023	wheels	550.52.8600.527.60014	142.89
PING	16807196	03/30/2023	clubs for resale	550.52.8200.523.76250	792.64
PING	16809550	03/30/2023	clubs for resale	550.52.8200.523.76250	544.00
PING	16814247	03/30/2023	bags for resale	550.52.8200.523.76350	1,871.76
THE CIT GROUP COMMERCIAL S...	70786133	03/30/2023	apparel for resale	550.52.8200.523.76200	33.96
UNIFIRST CORPORATION	900755513	03/30/2023	uniforms and towels	550.52.8600.527.60045	136.81
UNIFIRST CORPORATION	900756886	03/30/2023	uniforms and towels	550.52.8600.527.60045	136.81
TITLEIST	915188961	03/30/2023	golf balls for resale	550.52.8200.523.76450	1,838.10
TITLEIST	915241271	03/30/2023	Golf bag for resale	550.52.8200.523.76350	136.71
TITLEIST	915254882	03/30/2023	apparel for resale	550.52.8200.523.76200	1,753.71
TITLEIST	915266361	03/30/2023	apparel for resale	550.52.8200.523.76200	102.90
TITLEIST	915301209	03/30/2023	apparel for resale	550.52.8200.523.76200	117.60
COPY RIGHT	91829	03/30/2023	score cards	550.52.8000.521.50030	2,749.91
DAKOTA ELECTRIC ASSN	200002013605 3/31/23	03/31/2023	Electric	550.52.8600.527.40020	282.78
XCEL ENERGY	818777170	03/31/2023	GC natural gas charges	550.52.8500.526.40010	364.76
XCEL ENERGY	818777170	03/31/2023	GC electric charges	550.52.8500.526.40020	422.44
XCEL ENERGY	818777170	03/31/2023	GC maintenance natural gas cha..	550.52.8600.527.40010	746.69
XCEL ENERGY	818777170	03/31/2023	GC maintenance electric charges	550.52.8600.527.40020	744.32
WELLS FARGO CREDIT CARD ACH	Aedland.Com Moynihan, WF 2...	03/31/2023	Wells Fargo Purchase Cards	550.52.8500.526.60065	258.00
WELLS FARGO CREDIT CARD ACH	Department Of Labor An Metz, ...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.50070	43.00
WELLS FARGO CREDIT CARD ACH	Dept Of Agriculture Metz, Joel ...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.50070	10.22
WELLS FARGO CREDIT CARD ACH	Dept Of Natural Resour Metz, J...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.50070	545.66
WELLS FARGO CREDIT CARD ACH	Fastsigns 270701 Moynihan, W...	03/31/2023	Wells Fargo Purchase Cards	550.52.8100.522.50050	503.18
WELLS FARGO CREDIT CARD ACH	Fastsigns 270701 Moynihan, W...	03/31/2023	Wells Fargo Purchase Cards	550.52.8100.522.50050	503.19
WELLS FARGO CREDIT CARD ACH	Napa Store 3279003 Lage, Timo...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.40042	72.02
WELLS FARGO CREDIT CARD ACH	Napa Store 3279003 Lage, Timo...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60012	30.55
WELLS FARGO CREDIT CARD ACH	Napa Store 3279003 Lage, Timo...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60022	82.80
WELLS FARGO CREDIT CARD ACH	Ohio Steel Industries, Metz, Joel..	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.40042	50.58
WELLS FARGO CREDIT CARD ACH	R&R Products Metz, Joel WF 2/...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.40042	116.39
WELLS FARGO CREDIT CARD ACH	R&R Products Metz, Joel WF 2/...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.40042	204.93
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 Metz, J...	03/31/2023	Wells Fargo Purchase Cards	550.52.8600.527.60021	243.52
Fund 550 - INVER WOOD GOLF COURSE Total:					32,656.08

Fund: 602 - RISK MANAGEMENT

HEPPNER'S AUTO BODY	49764	03/30/2023	Claim 265207 - Truck 510 Struck..	602.00.2100.415.70200	2,650.90
Fund 602 - RISK MANAGEMENT Total:					2,650.90

Fund: 603 - CENTRAL EQUIPMENT

ZARNOTH BRUSH WORKS	0192877-IN	03/23/2023	Mower drive shaft	603.00.5300.444.40042	848.30
KIMBALL MIDWEST	100837028	03/23/2023	Shop supplies cleaner	603.00.5300.444.60012	199.44
KIMBALL MIDWEST	100845369	03/23/2023	Shop Supplies	603.00.5300.444.60012	160.30
METRO JANITORIAL SUPPLY INC	11015852	03/23/2023	Shop supplies	603.00.5300.444.60012	210.53
METRO JANITORIAL SUPPLY INC	11015855	03/23/2023	cleaning supplies	603.00.5300.444.60012	236.27
METRO JANITORIAL SUPPLY INC	11015856	03/23/2023	cleaning supplies for building	603.00.5300.444.60012	782.90
FERRELLGAS	112458729	03/23/2023	Propane for forklift	603.00.5300.444.40042	62.00
FACTORY MOTOR PARTS COMP...	1-8427292	03/23/2023	Loader filters & water separator	603.00.5300.444.40042	66.24
STATE OF MN DEPT OF PUBLIC ...	1907100502021	03/23/2023	Storage fee for hazardous chem...	603.00.5300.444.40040	25.00
CUSTOM TRUCK ONE SOURCE, L...	2023002106349	03/23/2023	Streets truck spinner motor rep...	603.00.5300.444.40041	569.39
DELEGARD TOOLS	256801/1	03/23/2023	Small tools	603.00.5300.444.60040	550.51
NORTH AMERICAN TRAILER SAL...	30004203157	03/23/2023	Parks pickup - emergency lights ...	603.00.5300.444.40041	293.14
LITTLE FALLS MACHINE INC	364901	03/23/2023	Lift loader quick disconnect	603.00.5300.444.40042	750.00
LITTLE FALLS MACHINE INC	367189	03/23/2023	Loader push block quick attach	603.00.5300.444.40042	1,069.12
LITTLE FALLS MACHINE INC	367203	03/23/2023	Loader repairs	603.00.5300.444.40042	691.74
INVER GROVE FORD	5326569	03/23/2023	Streets truck repairs	603.00.5300.444.40041	834.44
INVER GROVE FORD	5326652	03/23/2023	Squad car exhaust sensor	603.00.5300.444.40041	53.25
INVER GROVE FORD	5326981	03/23/2023	parks pickup - spindle rod	603.00.5300.444.40041	135.70
INVER GROVE FORD	5326987	03/23/2023	parks pickup - spindle rod	603.00.5300.444.40041	166.73

Expense Approval Report

Payment Dates: 3/22/2023 - 4/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5327033	03/23/2023	Fire squad car parts	603.00.5300.444.40041	35.11
INVER GROVE FORD	5327114	03/23/2023	Utilities truck parts for repairs	603.00.5300.444.40041	95.31
INVER GROVE FORD	5327115	03/23/2023	Parts to repair parks truck	603.00.5300.444.40041	49.57
INVER GROVE FORD	6384817	03/23/2023	Squad car repairs	603.00.5300.444.40041	1,699.79
INVER GROVE FORD	6385181	03/23/2023	squad car steering & suspension..	603.00.5300.444.40041	867.89
INVER GROVE FORD	6385335	03/23/2023	Fire truck engine repairs	603.00.5300.444.40041	541.49
INVER GROVE FORD	6385894	03/23/2023	Parks truck wheel alignment	603.00.5300.444.40041	358.95
BIG TOP RENTAL, INC.	72412	03/23/2023	PW porta potty	603.00.5300.444.40040	70.00
UNIFIRST CORPORATION	900751420	03/23/2023	Other rentals	603.00.5300.444.40065	120.46
UNIFIRST CORPORATION	900751420	03/23/2023	Ce uniforms	603.00.5300.444.60045	32.62
UNIFIRST CORPORATION	900754144	03/23/2023	Other rentals	603.00.5300.444.40065	126.06
UNIFIRST CORPORATION	900754144	03/23/2023	CE uniforms	603.00.5300.444.60045	32.62
CENTENNIAL GLASS	I00012772	03/23/2023	Unmarked squad car windshield...	603.00.5300.444.40041	60.00
CENTENNIAL GLASS	I00012781	03/23/2023	Inspections truck windshield re...	603.00.5300.444.40041	290.00
MACQUEEN EMERGENCY GRO...	P08677	03/23/2023	Fire truck ABS sensor	603.00.5300.444.40041	134.75
MACQUEEN EQUIPMENT INC	P47985	03/23/2023	Parts to repair vactor	603.00.5300.444.40041	948.06
TRI-STATE BOBCAT INC.	P93071	03/23/2023	Knob for skid steer	603.00.5300.444.40042	16.00
ZIEGLER INC	SI000294994	03/23/2023	Generator repairs - battery char...	603.00.5300.444.40042	1,177.66
MACQUEEN EMERGENCY GRO...	W05011	03/23/2023	Fire truck light tower repair	603.00.5300.444.40041	1,217.44
KIMBALL MIDWEST	100869045	03/30/2023	Shop supplies	603.00.5300.444.60012	456.50
FACTORY MOTOR PARTS COMP...	1-8423393	03/30/2023	Stock filters	603.140.1450050	198.30
MANSFIELD OIL COMPANY	24095346	03/30/2023	Fuel	603.140.1450060	8,556.24
WORLD FUEL SERVICES	353875738105-41801	03/30/2023	Vactor diesel exhaust fluid	603.00.5300.444.40041	200.80
WORLD FUEL SERVICES	353878168284-41801	03/30/2023	Fire truck diesel exhaust fluid	603.00.5300.444.40041	200.80
CINTAS CORPORATION	4149982619	03/30/2023	Rugs for PW	603.00.5300.444.40065	99.25
INVER GROVE FORD	5326592	03/30/2023	Stock air filters	603.140.1450050	224.96
HANCO CORPORATION	661653	03/30/2023	Shop Supplies	603.00.5300.444.60012	75.80
NUSS TRUCK AND EQUIPMENT	7202462P	03/30/2023	Loader repairs	603.00.5300.444.40042	474.09
FACTORY MOTOR PARTS COMP...	75-462153	03/30/2023	Stock Filters	603.140.1450050	65.10
POMP'S TIRE SERVICE, INC.	980103600	03/30/2023	Trailer tires	603.00.5300.444.60014	920.00
MANSFIELD OIL COMPANY	MBINV-7969214	03/30/2023	Diesel Fuel	603.140.1450060	97.20
MACQUEEN EMERGENCY GRO...	P08753	03/30/2023	Fire truck repairs - solenoids	603.00.5300.444.40041	104.78
TRI-STATE BOBCAT INC.	P93070	03/30/2023	Stock Fuel filters	603.140.1450050	267.15
TRI-STATE BOBCAT INC.	P93600	03/30/2023	Tool cat repairs - Hose assembly	603.00.5300.444.40042	301.98
TRI-STATE BOBCAT INC.	W00232	03/30/2023	Tool cat repairs - HYD leak	603.00.5300.444.40042	380.17
XCEL ENERGY	818777170	03/31/2023	PW natural gas charges	603.00.5300.444.40010	3,392.44
XCEL ENERGY	818777170	03/31/2023	PW electric charges	603.00.5300.444.40020	2,406.27
WELLS FARGO CREDIT CARD ACH A&J Outdoor Power, Llc Jackson...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	574.90
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us He93q8bh1 Und...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40040	397.88
WELLS FARGO CREDIT CARD ACH Amzn Mktp Us Vo6xp1ak3 Jack...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.60012	151.08
WELLS FARGO CREDIT CARD ACH Minnesota State Colleg Jackson,...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	355.00
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40040	64.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40040	190.52
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	33.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	20.76
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	7.74
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	59.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	238.10
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	11.15
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.60012	67.60
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.140.1450050	41.48
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.140.1450050	186.56
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.140.1450050	179.88
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	-33.99
WELLS FARGO CREDIT CARD ACH O'Reilly Auto Parts 17 Jackson, R..	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	-151.97
WELLS FARGO CREDIT CARD ACH Vcn Invergrovelicenssec Underd...	03/31/2023	03/31/2023	Wells Fargo Purchase Cards	603.00.5300.444.50070	204.72
Fund 603 - CENTRAL EQUIPMENT Total:					36,600.99

Fund: 605 - CITY FACILITIES

SHERWIN-WILLIAMS CO.	8145-4	03/23/2023	paint	605.00.7500.460.40040	359.00
MN DEPT OF LABOR & INDUSTRY	ABR0302376X	03/23/2023	CH 2023 pressure vessel MNDLI...	605.00.7500.460.50070	10.00

Expense Approval Report

Payment Dates: 3/22/2023 - 4/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIONS	CIN114370	03/23/2023	sit/stand desk	605.00.7500.460.40040	369.39
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12303	03/23/2023	solar gardens 1.2023	605.00.7500.460.40021	2,825.52
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-22303	03/23/2023	solar gardens 1.2023	605.00.7500.460.40021	1,488.52
HUEBSCH SERVICES	20216666	03/30/2023	lobby mats	605.00.7500.460.40065	171.57
FLUID INTERIORS LLC	84120	03/30/2023	PD renovations	605.00.7500.460.40040	4,994.49
MN DEPT OF LABOR & INDUSTRY	ABR0302420X	03/30/2023	GC pressure vessel annual fee	605.00.7500.460.50070	20.00
TWIN CITY GARAGE DOOR	Z231229	03/30/2023	FS#1 broken spring replaced w/ ..	605.00.7500.460.40040	470.00
XCEL ENERGY	817427450 CR	03/31/2023	Solar credits	605.46.0000.3653000	-764.04
XCEL ENERGY	818777170 CR	03/31/2023	Solar credits	605.46.0000.3653000	-3,937.69
XCEL ENERGY	818906292	03/31/2023	City hall electric charges	605.00.7500.460.40020	9,756.64
WELLS FARGO CREDIT CARD ACH	Homedepot.Com Halverson, WF..	03/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	-150.00
WELLS FARGO CREDIT CARD ACH	Plumbingsupply.Com Todd, Patr...	03/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	65.51
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 Todd, P...	03/31/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	7.41
Fund 605 - CITY FACILITIES Total:					15,686.32
Fund: 606 - TECHNOLOGY FUND					
COMMERCIAL INFRASTRUCTUR...	110388	03/30/2023	Cabling	606.00.1400.413.30700	583.86
ZAYO GROUP, LLC	19336072	03/30/2023	PRI Telephones	606.00.1400.413.50020	1,425.10
TDS METROCOM	3/13/2023	03/30/2023	Analog phone lines	606.00.1400.413.50020	175.33
WELLS FARGO CREDIT CARD ACH	Amazon.Com Ux5e64393 Gade,...	03/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	28.47
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us At71b1gj3 Gade,...	03/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	25.91
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hp37z2ng2 Gade..	03/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	17.97
WELLS FARGO CREDIT CARD ACH	Zoom.Us 888-799-9666 Gade, ...	03/31/2023	Wells Fargo Purchase Cards	606.00.1400.413.50070	29.98
Fund 606 - TECHNOLOGY FUND Total:					2,286.62
Fund: 702 - ESCROW FUND					
STATE TREASURER'S OFFICE	3/15/2023	03/23/2023	Forfeiture 18-002822	702.229.2291000	56.80
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.06	03/30/2023	REVIEW AGRMENTS, CORRESP...	702.229.2293002	308.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.14	03/30/2023	Gap Parcel Condemnation	702.229.2302402	4.50
KRUEGER EXCAVATING	3/14/2023	03/30/2023	Good Samaritan Escrow Refund	702.229.2308403	669.17
WELLS FARGO CREDIT CARD ACH	Simplifile.Com Kiernan, R WF 2/...	03/31/2023	Wells Fargo Purchase Cards	702.229.2285801	52.33
WELLS FARGO CREDIT CARD ACH	Simplifile.Com Kiernan, R WF 2/...	03/31/2023	Wells Fargo Purchase Cards	702.229.2309303	52.33
WELLS FARGO CREDIT CARD ACH	Vcn Quickservlicen035c Otis, Jo...	03/31/2023	Wells Fargo Purchase Cards	702.229.2291000	746.57
Fund 702 - ESCROW FUND Total:					1,889.70
Grand Total:					583,357.91



Request for Council Action

SUBJECT: Personnel Actions

MEETING DATE: April 10, 2023
ITEM TYPE: Consent Agenda
CONTACT:

ACTION REQUESTED

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

BACKGROUND

Full-time & Benefitted Part-Time Employment

Olivia Skelton, Communications Specialist (part time)
Cole Holmes, Golf Course Technician (rehire)
Matt Willig, Golf Concessionaire (rehire)
Scott Cocchiarella, Golf Cashier (rehire)

Seasonal/Temporary Employment

Joesph Kordosky, Golf Course Ranger
Stephanie Jensen, Golf Course Concessionaire
Joseph Kordosky, Golf Course Ranger
Stephanie Jensen, Golf Course Concessionaire
William Shoop, Golf Course Laborer
Richard Lough, Golf Course Ranger
Abbey O'Brien, Golf Course Concessionaire
Dale Runkle, Golf Course Ranger
Lyle Knutson, Golf Course Concessionaire
Katherine Beekman, Golf Course Laborer
Jerry Fechner, Golf Course Ranger
Charles Hayes, Golf Course Ranger
Heidi O'Donnell, Golf Course Outside Services
John Fisher, Golf Course Concessionaire
Claire Hart, Golf Course Outside Services
William Niedorf, Golf Course Outside Services
Paul Garcia, Golf Course Ranger
Kevin Balm, Golf Course Ranger
Daryl Swenson, Golf Course Laborer
Kirstin Petersen, Non-certified Swim Instructor
Samuel Hart, Golf Course Outside Services
Athena Schaefer, Golf Course Concessionaire
Andrew Beekman, Golf Course Laborer
Samantha Cervantez, Guest Services Worker
Mason Melendez, Golf Course Laborer

Lindsey Batson, Recreation Intern

Voluntary Resignations, Retirements and/or Terminations:

Thomas Warnock, Paid On-call Fire Fighter

Lee Frederickson, Paid On-call Fire Fighter

Cameron Mulvihill, Fitness Attendant

Anna Boettcher, Fitness Intern

Mindy Shulfer, Fitness Instructor

Josef Stark, VMCC Operations Worker

Kelly Gallagher, Non-certified Swim Instructor

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: **Resolutions Awarding Contract and Approving Budgets for City Project Nos. 2022-09 I, J and L as part of the 2023 Pavement Management Initiative**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, awarding the contract and approving budgets for City Project Nos. 2022-09 I, J and L as part of the 2023 Pavement Management Initiative.

BACKGROUND

Bids on City Project Nos. 2022-09 I, J and L were opened on March 14, 2023 with six bids received. McNamara Contracting Inc. is the low bidder with a total bid of \$2,931,407.00, which is approximately 22% under the engineer's estimate of \$3,753,987 and within the approved feasibility budgets for:

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

FISCAL IMPACT

The costs for City Project No. 2022-09I (Carmen Ave. & Claude Way) are summarized as follows:

Improvement Type	Feasibility Estimate (Total Costs)	Low Bid (Contract Award)	12% LEAF (Legal, Engineering, Admin, Finance)	5% Construction Contingency	Proposed Budget	Difference from Feasibility Estimate
Street	2,425,602	1,407,755	168,930	70,390	1,647,075	(778,528)
Storm Water	242,954	178,825	21,460	8,940	209,225	(33,729)
Sanitary	66,802	47,990	5,760	2,400	56,150	(10,652)
Watermain	62,807	30,290	3,630	1,510	35,430	(27,377)
Sidewalk	521,931	328,615	39,430	16,430	384,475	(137,456)
Total	\$3,320,096	\$1,993,475	\$239,210	\$99,670	\$2,332,355	(\$987,742)

The costs for City Project No. 2022-09J (Cheney Trail and Coffman Path) are summarized as follows:

Improvement Type	Feasibility Estimate (Total Costs)	Low Bid (Contract Award)	35% LEAF (Legal, Engineering, Admin, Finance)	5% Construction Contingency	Proposed Budget	Difference from Feasibility Estimate
Street	439,496	282,057	98,720	14,100	394,877	(44,619)
Storm Water	47,392	32,280	11,300	1,610	45,190	(2,202)
Sanitary	33,701	22,290	8,020	1,150	32,090	(1,611)
Watermain	11,894	21,890	7,660	1,090	30,640	18,746
Sidewalk/Trail Improvements	96,036	70,592	24,710	3,530	98,832	2,795
Total	\$628,519	\$429,739	\$150,410	\$21,480	\$601,629	(\$26,891)

The costs for City Project No. 2022-09L (Bolland Trail and 62nd St.) are summarized as follows:

Improvement Type	Feasibility Estimate (Total Costs)	Low Bid (Contract Award)	30% LEAF (Legal, Engineering, Admin, Finance)	5% Construction Contingency	Proposed Budget	Difference from Feasibility Estimate
Street	344,483	222,194	66,660	11,110	299,964	(44,519)
Storm Water	26,886	17,805	5,340	890	24,035	(2,851)
Sanitary	27,506	20,600	6,180	1,030	27,810	304
Watermain	21,806	8,140	2,440	410	10,990	(10,816)
Subtotal Street Rehabilitation	\$420,681	\$268,739	\$80,620	\$13,440	\$362,799	(\$57,882)
Sanitary Extension	N/A	239,455	71,840	11,970	323,265	N/A
Total	N/A	\$508,194	\$152,460	\$25,410	\$686,064	N/A

Funding for City Project Nos. 2022-09I, 2022-09J and 2022-09L is recommended from the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Capital Fund (Fund 531), Special Assessments, Metro Transit (Metropolitan Council), and City of South St Paul funds, as indicated in the accompanying Resolutions. The sanitary sewer extension costs from Bolland Trail to 62nd Street will be covered by the Sewer Capital Fund, through sanitary sewer cost savings within the 2023 Capital Improvement Plan.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, awarding the contract to McNamara Contracting Inc. in the amount of \$2,931,407.00 and approving the budgets for City Project Nos. 2022-09 I, J and L.

ATTACHMENTS

1. Resolution Awarding Contract for 2023 PMI Projects 2022-09I, 2023-09J and 2022-09L
2. Resolution Approving Budget - 2022-09I
3. Resolution Approving Budget - 2022-09J
4. Resolution Approving Budget - 2022-09L
5. SSP Resolution Awarding Contract (SSP Res. 2023-37)

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

**RESOLUTION AWARDING CONTRACT TO MCNAMARA CONTRACTING, INC. FOR THE 2023 PAVEMENT
MANAGEMENT INITIATIVE, CITY PROJECT NO. 2022-09I – CARMEN AVENUE AND CLAUDE WAY AREA
REHABILITATION, CITY PROJECT NO. 2022-09J – CHENEY TRAIL AND COFFMAN PATH AREA
REHABILITATION, AND CITY PROJECT NO. 2022-09L – BOLLAND TRAIL AND 62ND STREET AREA
REHABILITATION**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2023 Pavement Management Initiative, City Project No. 2022-09I – Carmen Avenue and Claude Way Area Street Rehabilitation, City Project No. 2022-09J – Cheney Trail and Coffman Path Area Street Rehabilitation, City Project No. 2022-09L – Bolland Trail and 62nd Street Area Street Rehabilitation bids were received and opened online on March 14, 2023, at 10:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
McNamara Contracting Inc.	Yes	\$2,931,407.00
S.M. Hentges & Sons, Inc.	Yes	\$3,236,040.80
Park Construction Co.	Yes	\$3,321,138.41
Valley Paving, Inc.	Yes	\$3,383,383.00
OMG Midwest Inc.(dba Minnesota Paving & Materials)	Yes	\$3,392,923.82
Bituminous Roadways Inc.	Yes	\$3,399,283.00

WHEREAS, McNamara Contracting Inc. is the lowest responsible bidder for a total contract amount of \$2,931,407.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with McNamara Contracting Inc. in the name of the City of Inver Grove Heights, for the 2023 Pavement Management Initiative, City Project No. 2022-09I – Carmen Avenue and Claude Way Area Street Rehabilitation, City Project No. 2022-09J – Cheney Trail and Coffman Path Area Street Rehabilitation, City Project No. 2022-09L – Bolland Trail and 62nd Street Area Street Rehabilitation according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowers bidder shall be retained until the contract has been fully executed.
3. Project funding for City Project Nos. 2022-09I, 2022-09J and 2022-09L in the contract amount of \$2,931,407.00 shall be provided by Pavement Management – Local Streets, Water Capital, Sewer Capital, and Storm Water Capital funds along with Special Assessments, Metro Transit (Metropolitan Council) and City of South St. Paul contributions.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE, CITY
PROJECT NO. 2022-09I – CARMEN AVENUE AND CLAUDE WAY AREA REHABILITATION**

WHEREAS, the City Council has considered City Project No. 2022-09I providing full depth reclamation, partial reconstruction, mill and overlay, paving, storm sewer improvements, sidewalk, spot curb and gutter removal and replacement, watermain adjustments, utility casting adjustments and replacements, appurtenances, and restoration; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2022-09I:

PROJECT COSTS	2022-09I
Construction Bid	\$1,993,475.50
Legal, Engineering, Administrative, & Finance (LEAF) ⁽¹⁾	\$239,210.00
Construction Contingency (5%)	\$99,670.00
TOTAL	\$2,332,354.50

FUNDING SOURCES	2022-09I
Pavement Management – Local Streets (Fund 440) ⁽²⁾	\$743,421.55
Water Capital (Fund 511)	\$35,430.00
Sewer Capital (Fund 521)	\$56,150.00
Storm Water Capital (Fund 531) ⁽²⁾	\$72,036.45
Special Assessments ⁽²⁾	\$1,311,584.00
City of South St. Paul ⁽²⁾	\$96,746.50
Metro Transit	\$16,986.00
TOTAL	\$2,332,354.50

(1) Cost based on 12% for IGH and 22% for other agencies of contract bid costs for the work.

(2) Assessments, pavement management, storm water, Metro Transit and South St. Paul costs are prorated based on the final cost estimate using bid pricing.

BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE, CITY
PROJECT NO. 2022-09J – CHENEY TRAIL AND COFFMAN PATH AREA REHABILITATION**

WHEREAS, the City Council has considered City Project No. 2022-09J providing a mill and overlay paving, storm sewer improvements, sidewalk, trail replacement, spot curb and gutter removal and replacement, watermain adjustments, utility casting adjustments and replacements, appurtenances, and restoration; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2022-09J:

PROJECT COSTS	2022-09J
Construction Bid	\$429,738.50
Legal, Engineering, Administrative, & Finance (LEAF) ⁽¹⁾	\$150,410.00
Construction Contingency (5%)	\$21,480.00
TOTAL	\$601,628.50

FUNDING SOURCES	2022-09J
Pavement Management – Local Streets (Fund 440) ⁽²⁾	\$131,600.01
Water Capital (Fund 511)	\$30,640.00
Sewer Capital (Fund 521)	\$32,090.00
Storm Water Capital (Fund 531) ⁽²⁾	\$9,038.00
Special Assessments ⁽²⁾	\$398,260.50
TOTAL	\$601,628.50

(1) Cost based on 35% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing.

BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE, CITY
PROJECT NO. 2022-09L – BOLLAND TRAIL AND 62ND STREET AREA REHABILITATION**

WHEREAS, the City Council has considered City Project No. 2022-09L providing a mill and overlay paving, sanitary sewer extension with associated street reconstruction, storm sewer improvements, spot curb and gutter removal and replacement, watermain adjustments, utility casting adjustments and replacements, appurtenances, and restoration; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2022-09L:

PROJECT COSTS	2022-09L
Construction Bid	\$508,194.00
Legal, Engineering, Administrative, & Finance (LEAF) ⁽¹⁾	\$152,460.00
Construction Contingency (5%)	\$25,410.00
TOTAL	\$686,064.00

FUNDING SOURCES	2022-09L
Pavement Management – Local Streets (Fund 440) ⁽²⁾	\$66,991.96
Water Capital (Fund 511)	\$10,990.00
Sewer Capital (Fund 521) ⁽³⁾	\$313,275.12
Storm Water Capital (Fund 531) ⁽²⁾	\$5,367.82
Special Assessments ⁽²⁾	\$289,439.11
TOTAL	\$686,064.00

(1) Cost based on 30% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing.

(3) Sewer Capital funding is combination of M&O sewer adjustments and sewer extension, with credits for prorated M&O costs through sewer reconstruction area.

BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2023-37

**RESOLUTION ACCEPTING BIDS AND
AUTHORIZING AWARD OF THE CARMEN AVENUE AND CLAUDE WAY
STREET REHABILITATION PROJECT (2023-005)**

WHEREAS, the South St. Paul City Council ordered the preparation of a feasibility report for the Carmen Avenue and Claude Way Street Rehabilitation Project on August 15, 2022; and

WHEREAS, Resolution No. 2022-168 was adopted on November 21, 2022 ordering the improvement and preparation of plans and specifications for the Carmen Avenue and Claude Way Street Rehabilitation Project; and

WHEREAS, the City of Inver Grove Heights initiated the project and obtained bids for the Carmen Avenue and Claude Way Street Rehabilitation Project; and

WHEREAS, a Joint Powers Agreement was executed between the City of Inver Grove Heights and the City of South St. Paul; and

WHEREAS, the City of Inver Grove Heights received bids, opened and tabulated according to law, and the following bids were received;

McNamara Contracting Inc.	\$2,931,407.00
S.M. Hentges & Sons, Inc.	\$3,236,040.80
Park Construction Co.	\$3,321,138.41
Valley Paving, Inc.	\$3,383,383.00
OMG Midwest Inc.(dba Minnesota Paving & Materials)	\$3,392,923.82
Bituminous Roadways Inc.	\$3,399,283.00

WHEREAS, it appears that McNamara Contracting Inc. is the lowest responsible bidder; and

WHEREAS, based on bid prices from the lowest responsible bidder, the City of South St. Paul's Portion of the project is \$106,448.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, as follows:

1. Concurs with and authorizes the award of the bid to McNamara contracting by the City of Inver Grove Heights as outlined in attached Joint Powers Agreement.

Adopted this 20th day of March, 2023


City Clerk



Request for Council Action

SUBJECT: **Revised Budget Resolution for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541
 Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, revising the budget for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation

BACKGROUND

On March 13, 2023, the Council approved Resolution 2023-052, which set the budget for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation. While preparing to set this budget up in the City's financial software, staff identified an error in the allocation of project costs to the Pavement Management - Local Street (Fund 440), Storm Water Capital (Fund 531) and Special Assessments. Staff have re-calculated these values, and asks that the Council adopt the attached Resolution indicating the proper allocation of project costs to various City funds.

Attached for the Council's information is the original Resolution 2023-052 adopted on March 13, along with the currently proposed Resolution to correct the error. The items highlighted in each resolution indicate where the funding values were modified. There is no change in the total budget amount.

FISCAL IMPACT

As the total budget amount remains unchanged, there is no fiscal impact as a result of this correction.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, revising the budget for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation.

ATTACHMENTS

1. Resolution Approving Revised Budget for 2023-09D Dawn Way
2. Resolution 2023-052 Approve Budget for 2023-09D Dawn Way (3/14/2023)

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

RESOLUTION NO. _____

**RESOLUTION APPROVING REVISED BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE,
CITY PROJECT NO. 2023-09D – DAWN WAY AREA STREET REHABILITATION**

WHEREAS, on March 13, 2023, the City Council adopted Resolution No. 2023-052, approving the budget for City Project No. 2023-09D – Dawn Way Area Street Rehabilitation; and

WHEREAS, there was an error in the calculation appropriating costs to the funding sources between the Pavement Management – Local Streets (Fund 440), Storm Water Capital (Fund 531), and the Special Assessments.

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

The following REVISED budget is hereby adopted for City Project No. 2023-09D:

PROJECT COSTS	2023-09D
Construction Bid	\$4,278,448.74
Legal, Engineering, Administrative, & Finance (LEAF) (1)	\$941,300.00
Construction Contingency (5%)	\$213,900.00
TOTAL	\$5,433,648.74

FUNDING SOURCES	2023-09D
Pavement Management – Local Streets (Fund 440) ⁽²⁾	\$1,756,471.07
Water Capital (Fund 511)	\$461,852.42
Sewer Capital (Fund 521)	\$204,380.59
Storm Water Capital (Fund 531) ⁽²⁾	\$422,771.83
Special Assessments ⁽²⁾	\$2,419,374.57
City of South St. Paul ⁽²⁾	\$168,798.26
TOTAL	\$5,433,648.74

(1) Cost based on 22% of contract bid costs for the work.

(2) Assessments, pavement management, storm water, and South St. Paul costs are prorated based on the final cost estimate using bid pricing.

Items in red text are revised from Resolution 2023-052.

BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2023-052

**RESOLUTION APPROVING THE BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE, CITY
PROJECT NO. 2023-09D – DAWN WAY AREA STREET REHABILITATION**

WHEREAS, the City Council has considered City Project No. 2023-09D providing full depth reclamation, partial reconstruction, paving gravel road, mill and overlay, paving, storm sewer improvements, sidewalk, new curb and gutter, spot curb and gutter removal and replacement, pressure reducing valve and vault manhole, hydrant replacement, sanitary sewer lining, utility casting adjustments and replacements, appurtenances, and restoration; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2023-09D:

PROJECT COSTS	2023-09D
Construction Bid	\$4,278,448.74
Legal, Engineering, Administrative, & Finance (LEAF) (1)	\$941,300.00
Construction Contingency (5%)	\$213,900.00
TOTAL	\$5,433,648.74

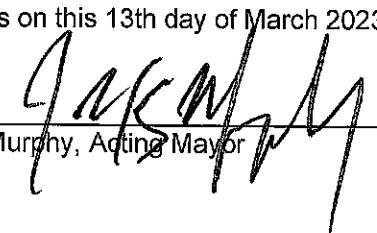
FUNDING SOURCES	2023-09D
Pavement Management – Local Streets (Fund 440)(2)	\$1,052,599.16
Water Capital (Fund 511)	\$461,852.42
Sewer Capital (Fund 521)	\$204,380.59
Storm Water Capital (Fund 531) (2)	\$936,994.31
Special Assessments (2)	\$2,609,024.00
City of South St. Paul (2)	\$168,798.26
TOTAL	\$5,433,648.74

(1) Cost based on 22% of contract bid costs for the work.

(2) Assessments, pavement management, storm water, and South St. Paul costs are prorated based on the final cost estimate using bid pricing.

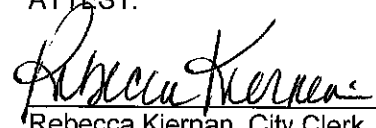
BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 13th day of March 2023.



John Murphy, Acting Mayor

ATTEST:



Rebecca Kiernan, City Clerk

**Request for Council Action****SUBJECT: Resolutions Awarding Contract and Approving Budgets for City Project Nos. 2023-06 & 2023-10 - Sewer Cleaning & Televising**

MEETING DATE: April 10, 2023
ITEM TYPE: Consent Agenda
CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, awarding the contract and approving budgets for City Project Nos. 2023-06 and 2023-10 for the 2023 Contract Sewer Cleaning and Televising project.

BACKGROUND

Bids on City Project Nos. 2023-06 and 2023-10 for the 2023 Contract Sewer Cleaning and Televising Project were opened on March 29, 2023 with five bids received. Equix Integrity, Inc. is the low bidder with a total bid of \$354,670.00.

FISCAL IMPACT

The costs for City Project No. 2023-06 & 2023-10 are summarized as follows:

Improvement Type	2023 CIP & 2023 Approved Budget	Low Bid (Contract Award)	10% LEAF (Legal, Engineering, Admin, Finance)	5% Construction Contingency	Proposed Budget	Difference from 2023 CIP & 2023 Budget
Sanitary Sewer (2023-06)	345,000 ⁽¹⁾	301,225	30,122.50	15,061.25	346,408.75	1,408.75
Storm Sewer (2023-10)	65,000 ⁽²⁾	53,445	5,344.50	2,672.25	61,461.75	(3,538.25)
Total	\$410,000	\$354,670	\$35,467	\$17,733.50	\$407,870.50	(\$2,129.50)

(1) Includes \$200,000 for sewer cleaning, and \$145,000 in savings originally budgeted for sanitary sewer rehabilitation.

(2) Includes \$30,000 for sewer cleaning, and \$35,000 in savings originally budgeted for County Overlay work

Funding for City Project No. 2023-06 is recommended from the Sewer Capital Fund (Fund 521), while funding for City Project No. 2023-10 is recommended from the Storm Water Capital Fund (Fund 531).

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, awarding the contract to Equix Integrity, Inc. in the amount of \$354,670.00 and approving the budgets for City Project Nos. 2023-06 and 2023-10.

ATTACHMENTS

1. Resolution Awarding Contract - 2023-06 & 2023-10
2. Resolution Approving Budget - 2023-06 & 2023-10

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

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT TO EQUIX INTEGRITY, INC. FOR
2023 CONTRACT SEWER CLEANING AND TELEVISIONING,
CITY PROJECT NO. 2023-06 (SANITARY SEWER) AND CITY PROJCT NO. 2023-10 (STORM SEWER)**

WHEREAS, pursuant to an advertisement for bids for the 2023 Contract Sewer Cleaning and Televising Project (City Project No. 2023-06 and City Project No. 2023-10), bids were received and opened online on March 29, 2023, at 10:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
Equix Integrity, Inc.	Yes	\$354,670.00
Visu-Sewer	Yes	\$371,376.44
Pipe Services	Yes	\$427,725.24
American Environmental	Yes	\$671,564.00
Hydro-Klean	Yes	\$690,340.00

WHEREAS, Equix Integrity, Inc. is the lowest responsible bidder for a total contract amount of \$354,670.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Equix Integrity, Inc. in the name of the City of Inver Grove Heights, for 2023 Contact Sewer Cleaning and Televising, City Project No. 2023-06 and City Project No. 2023-10, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposition of the successful bidder and the next lowers bidder shall be retained until the contract has been fully executed.
3. Project funding for City Project No. 2023-06 and City Project No. 2023-10 in the contract amount of \$354,670.00 shall be provided by the Sewer Capital and Storm Water Capital funds.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE BUDGET FOR 2023 CONTRACT SEWER CLEANING AND
TELEVISIONING, CITY PROJECT NO. 2023-06 (SANITARY SEWER) AND CITY PROJECT NO. 2023-10
(STORM SEWER)**

WHEREAS, the City Council has considered City Project No. 2023-06 and City Project No. 2023-10 providing for the cleaning and televising of sanitary sewer and storm sewer in locations as identified in the project plans and specifications; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2023-06 and City Project No. 2023-10:

PROJECT COSTS	2023-06	2023-10
Construction Bid	\$301,225.00	\$53,445.00
Legal, Engineering, Administrative, & Finance (LEAF) ⁽¹⁾	\$30,122.50	\$5,344.50
Construction Contingency (5%)	\$15,061.25	\$2,672.25
TOTAL	\$346,408.75	\$61,461.75

FUNDING SOURCES	2023-06	2023-10
Sewer Capital (Fund 521)	\$346,408.75	
Storm Water Capital (Fund 531) ⁽²⁾		\$61,461.75
TOTAL	\$346,408.75	\$61,461.75

(1) Cost based on 10% of as-bid costs.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolutions Awarding Contract and Approving Budget for the 2023 Pavement Management Initiative, City Project No. 2023-09A – Crack Seal**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, awarding the contract and approving a budget for the 2023 Pavement Management Initiative, City Project No. 2023-09A – Crack Seal.

BACKGROUND

Project 2023-09A is for crack sealing maintenance activities associated with the City's Pavement Management Initiative. Bids on the project were opened on March 28, 2023, with four bids received. The low bidder is Fahrner Asphalt Sealers with a total bid of \$124,528.61. This is 17% less than the project budget of \$150,000 and within the total approved 2023 pavement management budget for crack sealing.

FISCAL IMPACT

The crack seal budget and costs are summarized in the table below:

PMP Project	2023 Base Budget	Low Bid (Contract Award)	5% Construction Contingency	Proposed Budget (w/Contingency)	Difference from 2023 Base Budget
2023-09A Crack Seal	\$150,000.00	\$124,528.61	\$6,226.43	\$130,755.04	(\$19,244.96)

Funding for Project 2023-09A is recommended from the Pavement Management - Local Streets fund (Fund 440) as indicated in the accompanying Resolution.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, awarding the contract to Fahrner Asphalt Sealers in the amount of \$124,528.61 and approving the budget for City Project No. 2023-09A.

ATTACHMENTS

1. Resolution Awarding Contract for 2023-09A Crack Seal
2. Resolution Approving Budget for 2023-09A Crack Seal

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

**RESOLUTION AWARDING CONTRACT TO FAHRNER ASPHALT SEALERS FOR THE 2023
PAVEMENT MANAGEMENT INITIATIVE, CITY PROJECT NO. 2023-09A CRACK SEAL**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2023 Pavement Management Initiative, City Project 2023-09A Crack Seal bids were received, opened on March 28, 2023, at 11:00 a.m., via on-line bidding, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
Fahrner Asphalt Sealers, LLC	Yes	\$124,528.61
Asphalt Surface Technologies Corp.	Yes	\$161,924.80
Northwest Asphalt & Maintenance	Yes	\$163,254.80
Allied Blacktop Company	Yes	\$240,209.10

WHEREAS, Fahrner Asphalt Sealers is the lowest responsible bidder for a total amount of \$124,528.61.

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Fahrner Asphalt Sealers in the name of the City of Inver Grove Heights, for the 2023 Pavement Management Initiative, City Project 2023-09A – Crack Seal according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been fully executed.
3. Project funding for the City Project No. 2023-09A in the amount of \$124,528.61 shall be provided by the Pavement Management – Local Streets fund.

Adopted by the City Council of the City of Inver Grove Heights this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE,
CITY PROJECT NO. 2023-09A CRACK SEAL**

WHEREAS, the City Council has considered City Project No. 2023-09A, providing crack sealing of paved streets throughout the city, according to the pavement management plan; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2023-09A:

PROJECT COSTS	
Construction Bid	\$124,528.61
Construction Contingency (5%)	\$6,226.43
TOTAL	\$130,755.04

FUNDING SOURCES	
Pavement Management – Local Streets (Fund 440)	\$130,755.04
TOTAL	\$130,755.04

BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolutions Awarding Contract and Approving Budget for the 2023 Pavement Management Initiative, City Project No. 2023-09B – Seal Coat**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, awarding the contract and approving a budget for the 2023 Pavement Management Initiative, City Project No. 2023-09B – Seal Coat.

BACKGROUND

Project 2023-09B is for seal coating maintenance activities associated with the City's Pavement Management Initiative. Bids on the project were opened on March 28, 2023, with three bids received. The low bidder is Pearson Bros. with a total bid of \$152,467.83. This is 24% less than the project budget of \$200,000.00 and within the total approved 2023 pavement management budget for seal coating.

FISCAL IMPACT

The seal coat budget and costs are summarized in the table below:

PMP Project	2023 Base Budget	Low Bid (Contract Award)	5% Construction Contingency	Proposed Budget (w/Contingency)	Difference from 2023 Base Budget
2023-09B Seal Coat	\$200,000.00	\$152,467.83	\$7,623.39	\$160,091.22	(\$39,908.78)

Funding for Project 2023-09B is recommended from the Pavement Management - Local Streets Fund (Fund 440) as indicated in the accompanying Resolution.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, awarding the contract to Pearson Bros. in the amount of \$152,467.83 and approving the budget for City Project No. 2023-09B.

ATTACHMENTS

1. Resolution Awarding Contract for 2023-09B Seal Coat
2. Resolution Approving Budget for 2023-09B Seal Coat

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

**RESOLUTION AWARDING CONTRACT TO PEARSON BROS. FOR THE 2023 PAVEMENT
MANAGEMENT INITIATIVE, CITY PROJECT NO. 2023-09B SEAL COAT**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2023 Pavement Management Program, City Project 2023-09B Seal Coat bids were received, opened on March 28, 2023, at 11:00 a.m., via on-line bidding, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
Pearson Bros. Inc.	Yes	\$152,467.83
Allied Blacktop Company	Yes	\$163,096.27
Asphalt Surface Technologies Corp.	Yes	\$202,772.23

WHEREAS, Pearson Bros. is the lowest responsible bidder for a total amount of \$152,467.83.

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Pearson Bros. in the name of the City of Inver Grove Heights, for the 2023 Pavement Management Initiative, City Project 2023-09B – Seal Coat according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposition of the successful bidder and the next lowest bidder shall be retained until the contract has been fully executed.
3. Project funding for the City Project No. 2023-09B in the amount of \$152,467.83 shall be provided by the Pavement Management – Local Streets fund.

Adopted by the City Council of the City of Inver Grove Heights this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE BUDGET FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE,
CITY PROJECT NO. 2023-09B SEAL COAT**

WHEREAS, the City Council has considered City Project No. 2023-09B, providing seal coating of paved streets throughout the city, according to the pavement management plan; and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby adopted for City Project No. 2023-09B:

PROJECT COSTS	2023-09B
Construction Bid	\$152,467.83
Construction Contingency (5%)	\$7,623.39
TOTAL	\$160,091.22

FUNDING SOURCES	2023-09B
Pavement Management – Local Streets (Fund 440)	\$160,091.22
TOTAL	\$160,091.22

BE IT FUTHER RESOLVED that the Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Ordinance Amending City Code to Allow Dog Training Facilities and Resolution Approving a Conditional Use Permit for 6475 Cahill Avenue**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to approve the following requests (Paws Abilities Dog Training - Case No. 23-07CZA):

1. Ordinance Amending City Code to add the definition and land use category for a Dog Training Facility.
 -Requires 3/5th vote
2. Resolution approving a Conditional Use Permit to allow a dog training facility at 6475 Cahill Avenue.
 -Requires 4/5th vote
 -60 day deadline: April 22, 2023

BACKGROUND

The applicant seeks to operate a dog training business within an existing multi-tenant, commercial building. Currently, City Code does not address dog training businesses. Therefore, it is not a permitted use in the city. The applicant is requesting to amend the City Code to add a definition and the land use Dog Training Facility as a conditional use in the B-3, General Business zoning district. The applicant is also requesting a Conditional Use Permit for a dog training facility to be operated out of an existing building at 6475 Cahill Avenue.

The B-3, General Business District is intended for service and retail uses serving the region. Staff believe a dog training facility is a type of use compatible with the B-3 zoning district.

The property that the applicant is proposing to utilize is a multi-tenant site located at the northwest corner of 65th Street and Cahill Avenue. The current tenants include Bike King, J's Fish and Chicken, and Little Caesars Pizza. The dog training facility would lease the northern half of the building.

Parking requirements for the proposed use are not specified in the zoning code. Staff calculated the minimum number of parking stalls necessary for the dog training facility based on the maximum number of employees along with the average class size held at one time in the building. The existing parking on site would meet code requirements.

The potential noise impact of barking could be a factor for the abutting businesses. The applicant stated there is a concrete block fire wall between the businesses and they will also be installing

rubber floor mats that will help absorb sound. The designated outdoor areas for the dogs shall be maintained in a clean and sanitary condition at all times. Solid waste material shall be removed daily and disposed of in dedicated waste containers and in a sanitary manner. There would not be overnight boarding of dogs at this site.

Staff and the applicant are requesting the Ordinance Amendment to be adopted in one reading. Because the Ordinance change was subject to consideration by the Planning Commission at a public hearing upon a published notice, the City Council may adopt the amendment in one reading without having to go through the three reading process.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Planning Staff: Based on the information provided, staff recommends approval of the ordinance amendment and the conditional use permit for a Dog Training Facility to be operated out of the existing building with the conditions listed in the attached Resolution.

Planning Commission: At the March 21, 2023, public hearing, the applicant was present. No neighbors testified at the hearing. The Planning Commission recommended approval of the requests as presented (6-0).

ATTACHMENTS

1. Zoning Ord Amendment
2. Resolution - CUP
3. Planning Commission Recommendation
4. Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTER 2,
SECTION 2 ADDING THE DEFINITION OF DOG TRAINING FACILITY AND TO TITLE 10,
CHAPTER 6, SECTION 2 ADDING DOG TRAINING FACILITY AS A CONDITIONAL USE TO
THE LIST OF LAND USES

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

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

DOG TRAINING FACILITY: An indoor training facility which is maintained as a business where dogs are trained. Overnight boarding of dogs shall not be permitted.

Section Two. Amendment. Inver Grove Heights City Code Title 10, Chapter 6, Section 2: LAND USES IN ALL RESIDENTIAL DISTRICTS is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

10-6-2 Land Uses in all nonresidential districts:

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
<u>Dog Training Facility</u>			<u>C</u>									

Section Three. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the _____ day of _____, 2023.

CITY OF INVER GROVE HEIGHTS

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A DOG TRAINING
FACILITY**

Paws Abilities Dog Training
Case No. 23-07CZA

WHEREAS, the request is for the property located at 6475 - 6495 Cahill Avenue and legally described as:

Lot 1, Block 1, Youngblood Addition, Dakota County, Minnesota

WHEREAS, an application for a conditional use permit has been submitted to allow a Dog Training Facility to be operated out of an existing building;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on March 21, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow a dog training facility to be operated out of the existing building is hereby approved subject to the following conditions:

1. All parking/drive aisles areas shall be properly marked and follow all fire and building code requirements.
2. The applicant must apply for and obtain a building permit for any signage or building improvements.
3. Operation of a new business may not commence until an Occupancy Permit is obtained from the City Inspections Department.
4. Outdoor areas shall be maintained in a clean and sanitary condition at all times.

Solid waste material shall be removed daily and disposed of in dedicated waste containers and in a sanitary manner.

5. Designated outdoor areas for dogs shall not include the right-of-way.

6. Dogs shall be on a leash not greater than sixteen feet (16') and always handled by an owner or employee when outside the building.

7. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

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 10th day of April, 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

DRAFT

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 21, 2023

SUBJECT: Consider a request by Paws Abilities Dog Training, 6475 Cahill Avenue, for a Zoning Code Amendment & Conditional Use Permit to allow for the operation of a dog training business. (23-07CZA)

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for Paws Abilities Dog Training, Case# 23-07CZA. The request involves property located at 6475 Cahill Avenue, PID# 20-88120-01-010. The request consists of a Zoning Code Amendment and Conditional Use Permit to allow for the operation of a dog training business and any related variances. Notices were mailed to 40 property owners on March 2, 2023.

Presentation of Request

Associate Planner Heather Botten discussed the request for property located on the west side of Cahill Avenue, north of 65th Street, zoned B-3, General Business District. The applicant is requesting to operate a dog training business within the existing multi-tenant commercial building. Current city code does not address dog training facilities; therefore, it would not be allowed. The applicant requests amending the code to add a definition and to amend the land use table to have this be an allowed use.

Staff believes this type of use be a conditional use as it is similar to doggy daycare, which is also a conditional use. The property the applicant is planning to utilize is .9 acres in size. Current building tenants include Bike King, Little Caesar's, and J's Fish and Chicken. The dog training facility would be located in the northern half of the building with approximately 6,200 square feet. Staff reviewed the CUP criteria and believes with the approved amendments; a dog training facility would be a good use in the B-3 District. The B-3 District is for service type uses. There are no proposed building additions or changes to the exterior at this time. Access to the property will not change with one point off of Cahill Avenue and the other off of 65th Street. Parking was reviewed and meets parking requirements. The applicant states they would likely be busiest at night and on weekends. That may be the same as some of the other businesses in the building. If parking becomes an issue, there is on-street parking along 65th Street. Outdoor areas the dogs may use would have to be picked up daily. Owners would have to pick up after their pets; workers would go out nightly to ensure waste is picked up. Barking would be mitigated by an existing concrete block firewall between the businesses, the suspended ceiling, and a rubberized floor installed by the applicants which would help absorb some of the sounds. Staff believes the general CUP criteria has been met and recommends approval of the zoning code amendments and the CUP for the proposed use with the seven conditions listed in the report. Staff has not heard from any of the surrounding property owners. Chair Niemioja asked if dog grooming facilities were placed in the B-3.

Ms. Botten replied there are some, but is not currently listed as a separate land use category.

Opening of Public Hearing

Sara Reusche, 13816 Shelly Lane, Burnsville, stated she has read and understands the report. The following was shared about the business and policies:

Paws Abilities Dog Training has been in business for 24 years. They started in 1999. There are currently two facilities: one of similar size in Oronoco (near Rochester) and a site in Eagan. There are 40 team members total between the two locations. They also virtually offer online dog training services with clients all over the world. She shared that they have the highest number of certified professional dog trainers in the State of Minnesota. The Certification Council for Professional Dog Trainers is a voluntary organization that provides independent certification. Their field is currently un-regulated. The Certification Council for Professional Dog Trainers does a really nice job of making sure people meet the criteria of veterinary references, experiences, and hands on experience of at least 300 hours. Applicants have to pass a four-hour written exam. If becoming a certified professional dog trainer, they would have to re-certify every three years by showing they have obtained a certain number of continuing education credits. A good deal of their trainers are already CPDP's, those that are not are working towards their exams, with three people testing this spring.

Offered services include:

- A variety of training services and classes
- Private one on one training
- Day training where they go to people's homes to work with the dogs one on one and transfer those skills to the owner
- Puppy socialization
- Dog sports
- Problem solving. Behavioral issues
- They do not board dogs

Company values are: compassion, integrity, joyfulness, community, and a drive to continue education. There are protocols on board in terms of cleanliness with a checklist that must be completed when training is finished for the night.

Chair Niemioja asked if Inver Grove Heights was selected because they are on a corridor from Eagan and Oronoco.

Ms. Reusche replied they have a large number of clients who come from Inver Grove Heights. They have noticed that Inver Grove Heights is becoming known as being a dog friendly community with the newer dog park. This is an opportunity to expand that and help the city become known as a dog friendly community.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Chair Niemioja said she believes Inver Grove Heights is becoming a dog friendly place. She loves the dog park and their groomer. This would be a nice addition.

Commissioner Challeen questioned what would be done with dog waste.

Commissioner Robertson mentioned she takes the comment about being a dog friendly city as a compliment to the city. She shared that a few weeks back there was a large article in the St. Paul paper about doggy daycares. She thought the concept was brilliant. She was happy this proposal guides the city into that kind of thinking. She was pleased this proposal was brought to the city.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Robertson, to approve the Zoning Code Amendment to Section 10-2-2 Definitions and 10-6-2 Land Uses Table and approve the Conditional Use Permit to allow the dog training facility subject to the 7 conditions listed for Paws Abilities Dog Training, 6475 Cahill Avenue, (23-07CZA).

Motion carried (6/0). This item will go before the City Council on April 10, 2023.



Planning Commission Report

MEETING DATE:	March 21, 2023
CASE NO:	23-07CZA
APPLICANT:	Paws Abilities Dog Training
PROPERTY OWNER:	6495 Cahill Ave, LLC
REQUEST:	Zoning Code Amendment and Conditional Use Permit
LOCATION:	6475 Cahill Ave
COMPREHENSIVE PLAN:	MU, Mixed Use
ZONING:	B-3, General Business
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- A **Zoning Code Amendment** to Sections 10-2-2 Definitions and 10-6-2 Land Use Table, adding the definition and land use dog training business.
- A **Conditional Use Permit** to allow a dog training facility to be operated out of an existing commercial building.

BACKGROUND

The applicant is requesting to operate dog training business within an existing multi-tenant, commercial building. Currently, city code does not address dog training businesses, therefore it is not a permitted use in IGH.

The property that the applicant is proposing to utilize is a multi-tenant site located at the northwest corner of 65th Street and Cahill Avenue. The site is 0.89 acres in size. The current tenants include Bike King, J's Fish and Chicken, and Little Caesars Pizza. The dog training facility would lease the northern half of the building.

The applicant, Paws Abilities Dog Training, offers dog training, consultation, and educational services to the Inver Grove Heights community, as well as clients throughout the Twin Cities metropolitan area. Training services at the location will consist primarily of group training classes and programs (enrollment for these services is generally limited to no more than six dogs), as well as private training and consultation sessions. There would not be any boarding services. The applicant has stated that their peak hours would be in the evening and weekends.

The applicant has strict policies regarding excessive barking/noise. They make every effort to ensure that any dogs with intense barking are removed from the site in order to reduce the negative impact upon neighboring properties, but also to reduce potential harm to the dog. In addition to these

policies, several features of the specific property should reduce the impact that noise may have on neighboring properties, including:

- (i) the site is an end-cap unit with only one adjoining unit in the building-which is separated from the site with a concrete-block fire wall;
- (ii) the main area of the building already has a suspended, acoustical ceiling; and
- (iii) rubberized flooring within the main area would be installed.

EVALUATION OF REQUEST

Surrounding Uses: The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Pond; zoned PUD; guided MDR, Medium Density Residential
West	Apartments; zoned PUD, guided MU, Mixed Use
South	Bank; zoned B-2, Neighborhood Business; guided MU, Mixed Use
East	Gas station; zoned B-2, Neighborhood Business; guided MU, Mixed Use

SITE PLAN REVIEW

Setbacks. There are no building additions or changes to the exterior proposed at this time.

Parking Lot. Parking requirements for the proposed use are not specified in the zoning code. Staff calculated the minimum number of parking stalls necessary for the dog training facility based on the maximum number of employees at one time in the building along with the average class size held at one time. Based on discussions with the applicant, two (2) classes could overlap with an average of six (6) handlers in each class along with a maximum of three (3) employees. Staff reviewed parking based on fifteen (15) required spaces for the proposed use. The existing tenants require a minimum parking requirement of three (3) spaces for J's Fish and Chicken, two (2) spaces for Little Caesars and fifteen (15) spaces for Bike King. The existing parking lot of thirty-five (35) spaces would meet the minimum parking requirements of the city.

Access. Access to the site is not changing; there is one access point off 65th Street and another off of Cahill Avenue.

Lighting. There are no changes proposed to the existing site lighting.

Signage. Signage is not approved as part of the Conditional Use Permit request. Signage on the property shall follow Section 10-15E of the City Code. A building permit is required for any new signs or changes to the existing signs.

Building and Fire Review. The Fire Marshall and Building Official would review the use to be in compliance with fire and building codes prior to the Certificate of Occupancy.

Engineering. Engineering has reviewed the plans. There is no additional impervious surface being added and no changes being made to the existing parking lot. Engineering takes no exception to the request.

Conditional Use Permit (CUP)

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.

The use is consistent with the goals, policies, and plans of the 2040 Comprehensive Plan. The future land use of this parcel is mixed use and service types of uses are consistent with the uses envisioned in this district.

2. The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.

This standard would be met. The General Business district is intended for large scale services and retail sales serving the region. Staff believe a dog training facility is a type of use intended to be located in the B-3 zoning district.

3. The use would not be materially injurious to existing or planned properties or improvements in the vicinity.

This standard would be met. The proposed use will not create any adverse physical impacts upon the neighborhood. There will not be any changes to the existing or surrounding properties.

4. The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.

The proposed request does not appear to have any negative effects on city facilities or services. The City Fire Marshal and Building Official would review and approve plans for code compliance prior to any occupancy permits for the use.

5. The use is generally compatible with existing and future uses of surrounding properties, including:

a. Aesthetics/exterior appearance.

There are no exterior changes proposed to the site.

b. Noise.

The potential noise impact of barking could be a factor for the abutting businesses. The applicant stated there is a concrete block fire wall between the businesses. They will also be installing rubber floor mats that will help absorb sound.

c. Traffic.

The peak hours for the dog training facility would be during the evenings and weekends. There are two existing access points along two different road customers could use, if one gets backed up the other would be available to use.

d. Drainage.

No additional impervious surface is proposed; this condition is met.

e. Fencing, landscaping and buffering

Not applicable.

6. The property is appropriate for the use, considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.

The applicants would be utilizing the northern portion of an existing building. No additions are proposed at this time. The Fire Marshall and Building Official would be reviewing the site to be in compliance with fire and building codes.

7. *The use does not have an undue adverse impact on public health, safety or welfare.*

Staff is not aware of any public health, safety or welfare issues associated with the proposal.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

Outdoor areas shall be maintained in a clean and sanitary condition at all times. Solid waste material shall be removed daily and disposed of in dedicated waste containers and in a sanitary manner.

PROPOSED ORDINANCE LANGUAGE

10-2-2 Definitions

DOG TRAINING FACILITY: An indoor training facility which is maintained as a business where dogs are trained. Overnight boarding of dogs shall not be permitted.

10-6-2 Land Uses in all nonresidential districts

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
<u>Dog Training Facility</u>			<u>C</u>									

ALTERNATIVES

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

A. Approval. If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- Approval of the Zoning Code Amendment to Sections 10-2-2 Definitions and 10-6-2 Land Use Table, adding the definition and land use dog training business.
- Approval of the Conditional Use Permit to allow a Dog Training Facility subject to the following conditions:
 1. All parking/drive aisles areas shall be properly marked and follow all fire and building code requirements.
 2. The applicant must apply for and obtain a building permit for any signage or building improvements.
 3. Operation of a new business may not commence until an Occupancy Permit is obtained from the City Inspections Department.
 4. Outdoor areas shall be maintained in a clean and sanitary condition at all times. Solid waste material shall be removed daily and disposed of in dedicated waste containers and in a sanitary manner.
 5. Designated outdoor areas for dogs shall not include the right-of-way.
 6. Dogs shall be on a leash not greater than sixteen feet (16') and always handled by an owner or employee when outside the building.
 7. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

B. Denial. If the Planning Commission does not find it necessary to modify the existing code language or does not support the Conditional Use Permit application, the Commission could recommend denial of the proposed requests. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

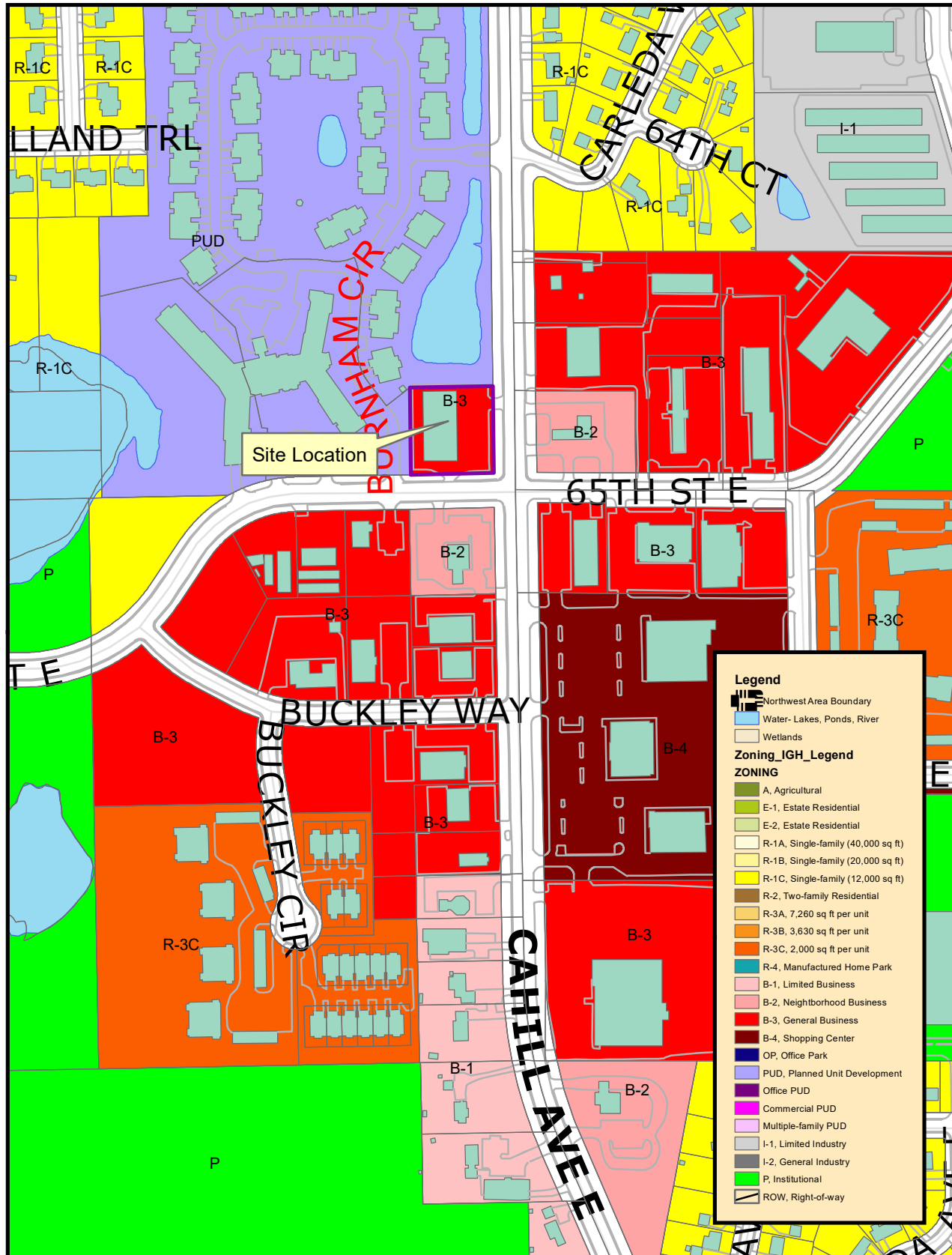
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the Zoning Code Amendment and Conditional Use Permit as presented.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan



6475 Cahill Avenue Case No. 23-07CZA



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION 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.
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Exhibit A
Zoning and Location Map

Map not to scale

DESCRIPTION OF REQUEST – ZONING AMENDMENT

Applicant, Paws Abilities Dog Training, LLC, seeks an amendment to the City's zoning code to allow for the operation of a dog training business within the B-3 zoning district.

DESCRIPTION OF REQUEST – CONDITIONAL USE PERMIT

To the extent the above-described amendment is approved, and such use is designated as a conditional use, Applicant seeks a conditional use permit to allow for the operation of a dog training business at 6475 Cahill Ave East (the "Site").

- Background of Business

Paws Abilities Dog Training was founded in 1999 and was the first dog training company to bring reward-based training techniques to the southeast Minnesota area. We currently offer group training classes, private lessons, behavior consultations, structured puppy training camp programs, educational and community events, and other services through our Oronoco and Eagan locations, in-home private training and consultations, as well as selection of online training courses and events.

We are a premier source for animal behavior. We have been hired to present on dog safety for law enforcement, electrical lineworkers, dog daycare staff, dog groomers, veterinarians, veterinary technicians, and meter readers. Paws Abilities is well respected by the local pet professional community, many individuals of which frequently attend professional continuing education through our services. In fact, 51% of our new customers are referred to us by their veterinarians, shelters, rescues, breeders, groomers, dog walkers or other pet professionals. Another 11% of the new dogs who come to our business are owned by pet owners who previously used our services with another dog. We also mentor new trainers through Animal Behavior College, Victoria Stilwell Academy, and the CATCH Dog Training program, and offer a free apprenticeship program to aspiring trainers who may otherwise experience barriers to entry in the field.

Paws Abilities currently has twenty-six professional trainers, five apprentice trainers, eight administrative/support staff, and five training assistants (who are working towards becoming apprentice trainers). We currently have one paid mentee through the Animal Behavior College, and recently graduated two mentees from the CATCH Dog Training program.

- Training Policies and Techniques

We believe in helping people enjoy their dogs through training and behavior modification, with an emphasis on scientifically valid and proven techniques. Our trainers keep up-to-date on the latest research, and the majority are members of professional organizations such as the Association for Professional Dog Trainers and the International Association of Animal Behavior Consultants. Our trainers utilize the most effective reward-based and motivational techniques available, and are current on the best adult learning trends to help clients teach their dogs.

We subscribe to a LIMA (Least Intrusive, Minimally Aversive) approach for all our learners, of all species. This means that we will always choose the easiest, kindest, most effective, and efficient teaching possible for any given situation.

For our human learners, this includes making sure that we fully understand their concerns, provide a welcoming space in which to ask questions and try new things, and support them throughout their pet's life.

- We use kind words, with no shame or judgment.
- We make warm connections with each learner.
- We adjust our teaching style for each individual learner to help achieve success.
- We are a family-friendly, disability-friendly, LGBTQ+-friendly, BIPOC-friendly, and neurodivergent-friendly company.
- We provide equity for all people in both our services and our messages.

For our animal learners, this includes making sure that we provide the opportunity to engage in species-appropriate behavior, ensure that their needs are being met prior to beginning any training intervention, and strive to eliminate uncertainty by providing clear, effective, reward-based training.

- We use gentle, motivational methods to encourage the desired behaviors.
- We use interruption, redirection, and training of alternative behaviors to decrease unwanted behaviors.
- We adjust our training for every pet based on his or her unique temperament and situation.
- We work with all breeds and backgrounds, and take the time to understand each pet as an individual.

We follow the Humane Hierarchy (a decision flow-chart that's considered the "gold standard" in the profession) in all training interventions. We do not use or promote tools or training methods that rely on shaming, fear, discomfort, or pain. We use the same kindness and reward-based teaching methods with our human learners as we extend to their pets.

- *Site Description*

The Site is approximately 6225 ft², consisting of a main open area of approximately 5225 ft² and a warehouse/office area of approximately 1000 ft².

We are not proposing any interior or exterior structural modifications to the Site as part of these requests. At this time, the only material modifications that would be completed would consist of rubberized flooring in the main area (for safety and noise mitigation), cosmetic alterations to align with branding (e.g., paint), and minor repairs of existing elements (as needed). We would follow permit requirements with respect to any building or pylon signage as part of a future request.

The Site is contained within an existing building (the "Building") located on the Northwest corner of Cahill Avenue East and 65th Street East (the "Property"). The Site represents approximately 50% of the total floor area of the Building, with the remaining area occupied by a bike shop, a take-out pizza restaurant, and a chicken and fish restaurant with limited indoor seating. The

Property includes a common parking area providing 35 marked parking spaces (including 3 accessible spaces). On-street parking is also available on 65th Street East.

The Property has grass-covered medians (with sidewalks) along the length of the Property abutting Cahill Avenue East and 65th Street East, as well as strips of grass along the North and West property line.

- *Operational Summary*

Paws Abilities proposes to use the Site to offer its training, consultation, and educational services (as described above) to the Inver Grove Heights community, as well as its client base throughout Twin Cities metropolitan area. For many years, Paws Abilities has been a “destination” service in our communities, with people often traveling an hour or more to come to our classes and events.

Training services at the location will consist primarily of group training classes and programs (enrollment for these services is generally limited to no more than six (6) dogs), as well as private training and consultation sessions (which are generally limited to one (1) dog). For avoidance of doubt, we do not currently provide (and have no intention to provide at the Site) boarding services (Commercial Kennel, Daycare as used in the City’s code). With limited exception, we anticipate that no more than fifteen (15) dogs will be on the Site at any one time. Based upon these estimates, we expect to use fewer than eighteen (18) of the Property’s thirty-five (35) parking spots in most circumstances.

While our business is not seasonal and remains fairly consistent throughout the year, the highest demand for our services typically arises in the evenings and on weekends.

We provide at least fifteen (15) minutes between the end of one training class and the start of the next. This practice promotes safety by allowing additional time for learners and dogs to enter and exit the Site, reduces the chance that incoming and outgoing groups will be forced into close proximity, lessens the parking burden, and supports the general sanity of our training staff.

The Property provides adequate green space to allow for the safe and convenient toileting of dogs. The green space at the Property is comparable to the green space at our Eagan location, which has been adequate for our needs. In an effort to maintain the appearance and overall cleanliness of green space (i) we post clear policies requiring owners to clean up after their dogs, (ii) provide clean up supplies and disposal containers (which are checked/emptied daily), and (iii) require training staff to inspect (and clean, if necessary) green space daily.

We make every effort to respect the ability of our neighbors to enjoy their property. We maintain vaccination records on file for all dogs who enter our premises, as well as collecting written behavioral surveys on each new dog who will be attending a class or private training lesson, as a requirement for our insurance. We post and abide by strict safety policies regarding aggression. For the safety of the community and our training staff, we do not permit dogs that show demonstrable signs of aggression, or which have been designated by any government authority as “dangerous” (or similar classification) to participate in any regular group training classes.

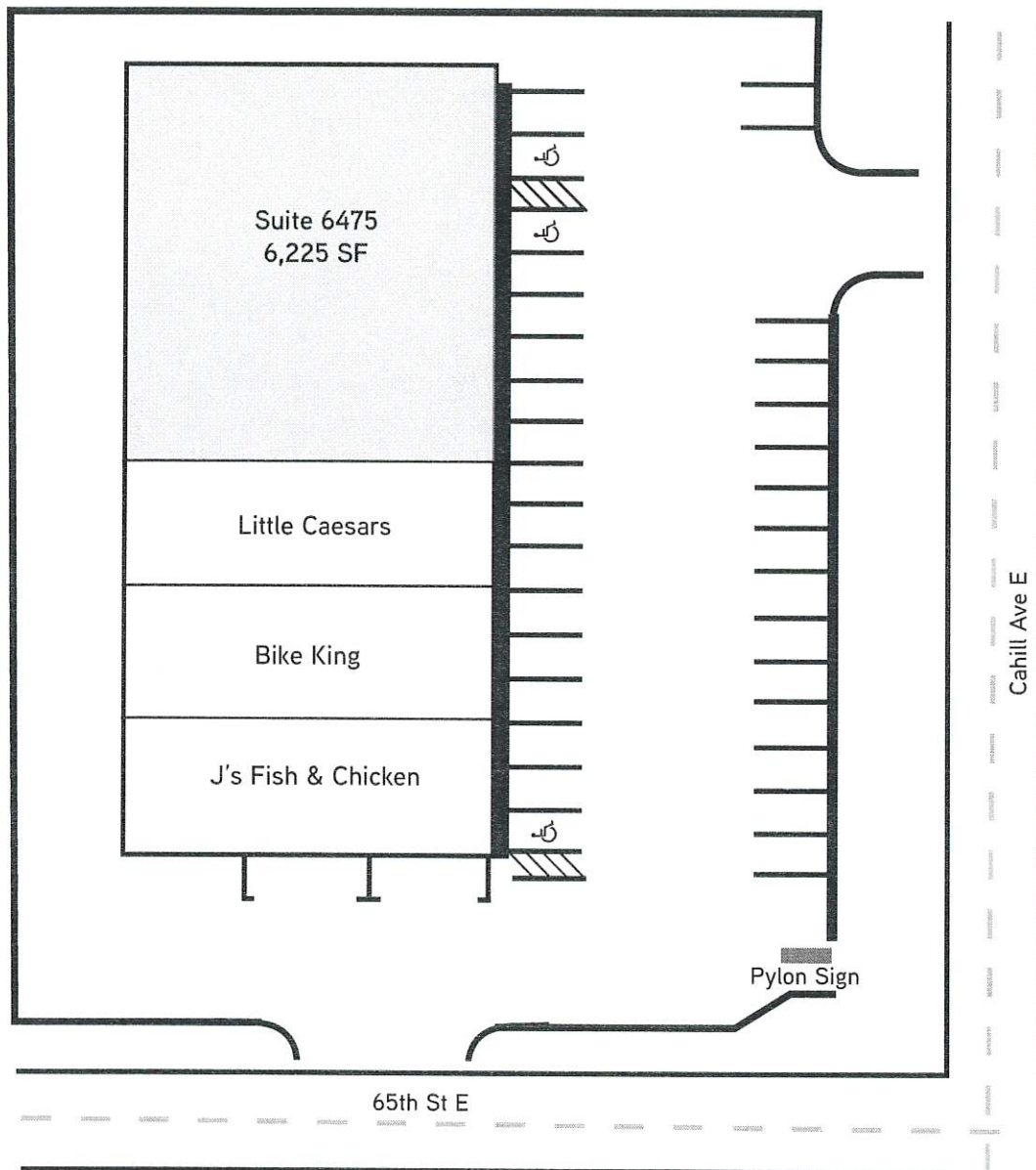
We also enforce strict policies regarding excessive barking/noise. We make every effort to ensure that any dog experiencing high levels of stress, fear, and/or anxiety (which typically manifests as intense barking) is removed from the Site in order to reduce the negative impact upon neighboring properties, but also to reduce causing potential harm to the dog. In addition to these policies, several features of the Site should reduce the impact that noise within the Site will have on neighboring properties, including: (i) the Site is an end-cap unit with only one adjoining unit in the Building—which is separated from the Site with a concrete-block fire wall, (ii) the main area of the building already has a suspended, acoustical ceiling, and (iii) we will be installing a rubberized flooring within the main area.

- *Closing*

Paws Abilities Dog Training believes its request for a modification to the zoning ordinances and a conditional use permit for the Site as described above (i) is consistent with the goals, policies, and plans of the City Comprehensive Plan, (ii) is consistent with the intent of the B-3 zoning district, (iii) is compatible with the use of, and would not be materially injurious to, surrounding properties, and (iv) imposes no undue burden or impediment on City facilities and services. We believe that the addition of a dog training facility will likely have a positive impact on the local community, both in bringing additional business to our neighbors, and in providing safe, fun, family-friendly entertainment in the form of enjoyable classes such as scent work and fun tricks. As such, Paws Abilities seeks approval of its requests set forth herein.

SITE PLAN

Cahill Avenue Retail
Inver Grove Heights, MN





Request for Council Action

SUBJECT: **Approval to Exceed Allowable Impervious Surface at
7142 River Road**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Conditional Use Permit, and approve the attached Stormwater Facilities Maintenance Agreement, allowing the property located at 7142 River Road to exceed the 25% maximum impervious surface allowed in the Shoreland District (Lusso - Case No. 23-05CV)

- Requires 4/5th vote
- 60-day deadline: June 6, 2023 (second 60-days)

BACKGROUND

The applicant is proposing an 840 square foot garage/home addition and an estimated 460 square foot driveway extending from the south side of the existing home totaling an additional, estimated 1,300 square feet of hard surface. The property is 0.27 acres in size and zoned R-1C, Single-Family Residential. The site is within the Shoreland and Critical Area Overlay Districts of the Mississippi River, which limits impervious surface coverage to 25% of the lot. This may be increased with a Conditional Use Permit provided the City has approved and implemented a Stormwater Management Plan affecting the subject site. The final, proposed total impervious surface on the property would be about 33% of the site.

The applicant is working with an Engineer to come up with a Stormwater Management Plan acceptable for his property. The approved plans will have to be consistent with the City's overall stormwater requirements and comply with the Minnesota Department of Natural Resources critical area regulations. The City and the applicant will execute a Stormwater Facilities Maintenance Agreement (SWFMA) and Land Alteration Permit relating to the proposed improvements, maintenance, and stormwater control on the property. The attached SWFMA is subject to minor amendments as approved by the City Attorney, such as changing the draft site plan to a final site plan, once approved by the City Engineer. The land alteration permit is an administrative permit approved by the City Engineering Department.

Originally, the applicant was also asking for a front yard setback Variance. After a site survey was completed, it was determined the Variance was not necessary. The addition will be complying with setback requirements.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Planning Staff: Based on the information provided, staff recommends approval of the Conditional Use Permit and SWFMA to exceed 25% impervious surface in the Shoreland Overlay District with the conditions listed in the attached resolution.

Planning Commission: At the March 7, 2023, public hearing, the applicant was present. No neighbors testified at the hearing. The Planning Commission recommended approval of the Conditional Use Permit request as presented (5-0).

ATTACHMENTS

1. Resolution - CUP
2. SWFMA
3. Survey with Addition Sketched
4. Planning Commission Recommendation
5. Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED 25%
IMPERVIOUS SURFACE IN THE SHORELAND OVERLAY DISTRICT**

Gary Lusso
Case No. 23-05CV

WHEREAS, the request is for the property located at 7142 River Road and legally described as:

Commencing at a point 922 feet East and 789.04 feet South of the Northwest corner of Government Lot 8, Section 11, Township 27 North, Range 22 West, Dakota County, Minnesota, thence South 9 degrees 30 minutes East 100 feet; thence East 140 feet to the Mississippi River; thence North along said river to a point 789.04 feet South of the North line of said Lot 8; thence West to the point of beginning.

WHEREAS, an application for a conditional use permit has been submitted to exceed the maximum 25% impervious surface allowed within the shoreland overlay district;

WHEREAS, the aforescribed property is zoned R-1C, single-family residential;

WHEREAS, the property is located within the shoreland and critical area overlay districts of the Mississippi River;

WHEREAS, the project was sent to the DNR for review and comment;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on March 7, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to exceed 25% impervious surface in the Shoreland Overlay District is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions

below. *The final approved plans and date of plans shall be identified in the stormwater facilities maintenance agreement.

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. The applicant shall meet the conditions outlined in the City Engineers review memos, emails, and any subsequent correspondence.
4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
5. A stormwater analysis and stormwater management plan shall be done by a registered engineer. The Property Owner shall enter into a Storm Water Facilities Maintenance Agreement (SWFMA) with the City.
6. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the approved facilities. The SWMFA is subject to minor modifications as approved by the City Attorney. This document shall be recorded prior to the issuance of a building permit.

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 10th day of April, 2023.

AYES:

NAYS:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR 7142 RIVER ROAD, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ____ day of April, 2023, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Gary M. Lusso, a single person, (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 Gary M. Lusso, a single person, and his successors and assigns.

1.4 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 catch basins, storage pipes, treatment chamber, and other storm water facilities located on the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means those certain exhibits prepared by Pioneer Engineering on March 16, 2023 and approved by the Public Works Director on _____. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

1.6 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**.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the Landowner Property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.8 Stormwater Management Plan. Means the 4th Generation Stormwater Management Plan and current Inver Grove Heights City Code Title 9, Chapter 5 Storm Water Management design, water quality, rate control, and volume and control standards. The Low Impact Design (LID) standards for construction and maintenance Best Management Practices shall be in accordance with the current Dakota County LID standards and the Inver Grove Heights Northwest Area (NWA) 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.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan to allow additional impervious surface on the Landowner Property as approved by the City. Due to the increase of impervious surface on the Landowner Property, the City is requiring Landowner to install Stormwater Facilities on the Landowner Property.

Recital No. 3. The City is willing to approve the Storm Water Facility Plan and increased impervious surface on the Landowner Property, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. 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 Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that in conjunction with construction of the additional impervious surface on the Landowner Property, the Storm Water Facilities shall be constructed and installed by Responsible Owner in accordance with the Storm Water Facility Plan and Stormwater Management Plan at the sole expense of Responsible Owner 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 their expense to perpetually maintain the Storm Water Facilities in accordance with the Storm Water Facilities Plan and 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 ensure 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 construction and maintenance of 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 Dakota County Soil and Water Conservation District Low Impact Standards, current version.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi River Watershed Management Organization (LMRWMO) dated August 2011;
- f. 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 and Landowner have prepared Operations & Maintenance Plans to show how the Responsible Owner shall operate and maintain Long-Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plans are 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 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. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. 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. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

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 Storm Water 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 Storm Water 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 their 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.) construction of the Storm Water Facilities.

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

ESCROW DEPOSIT

4.1 Engineering Escrow Amount. The Landowner has deposited \$1,500 in cash with the City (hereafter “Engineering Escrow Amount”) prior to execution of this Agreement.

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

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

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

ARTICLE 5

CITY’S COVENANTS

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City are met, the Council will approve the plans associated with the additional impervious surface being placed on the Landowner Property.

ARTICLE 6
MISCELLANEOUS

6.1 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.

6.2 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.

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

6.4 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.

6.5 Consent. Landowner consents to the recording of this Agreement.

6.6 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 Landowner:	Gary M. Lusso 7142 River Road Inver Grove Heights, 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.

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

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

**RESPONSIBLE OWNER AND
LANDOWNER:**

By: _____
Gary M. Lusso

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2023, before me a Notary Public within and for said
County and State, personally appeared Gary M. Lusso, a single person.

Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
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:

Commencing at a point 922 feet East and 789.04 South of the Northwest corner of Government Lot 8, Section 11, Township 27 North, Range 22 West, Dakota County, Minnesota, thence South 9 degrees 30 minutes East 100 feet; thence East 140 feet to the Mississippi River; thence North along said river to a point 789.04 feet South of the North line of said Lot 8, thence West to the point of beginning.

PID: 20-01100-30-090

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 healthy and functioning Storm Water Facilities conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 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	Landowner 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	Landowner 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	Landowner 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	Landowner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Landowner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Landowner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Landowner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Landowner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Landowner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

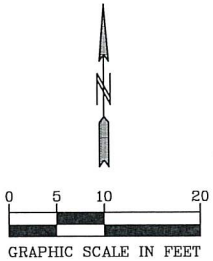
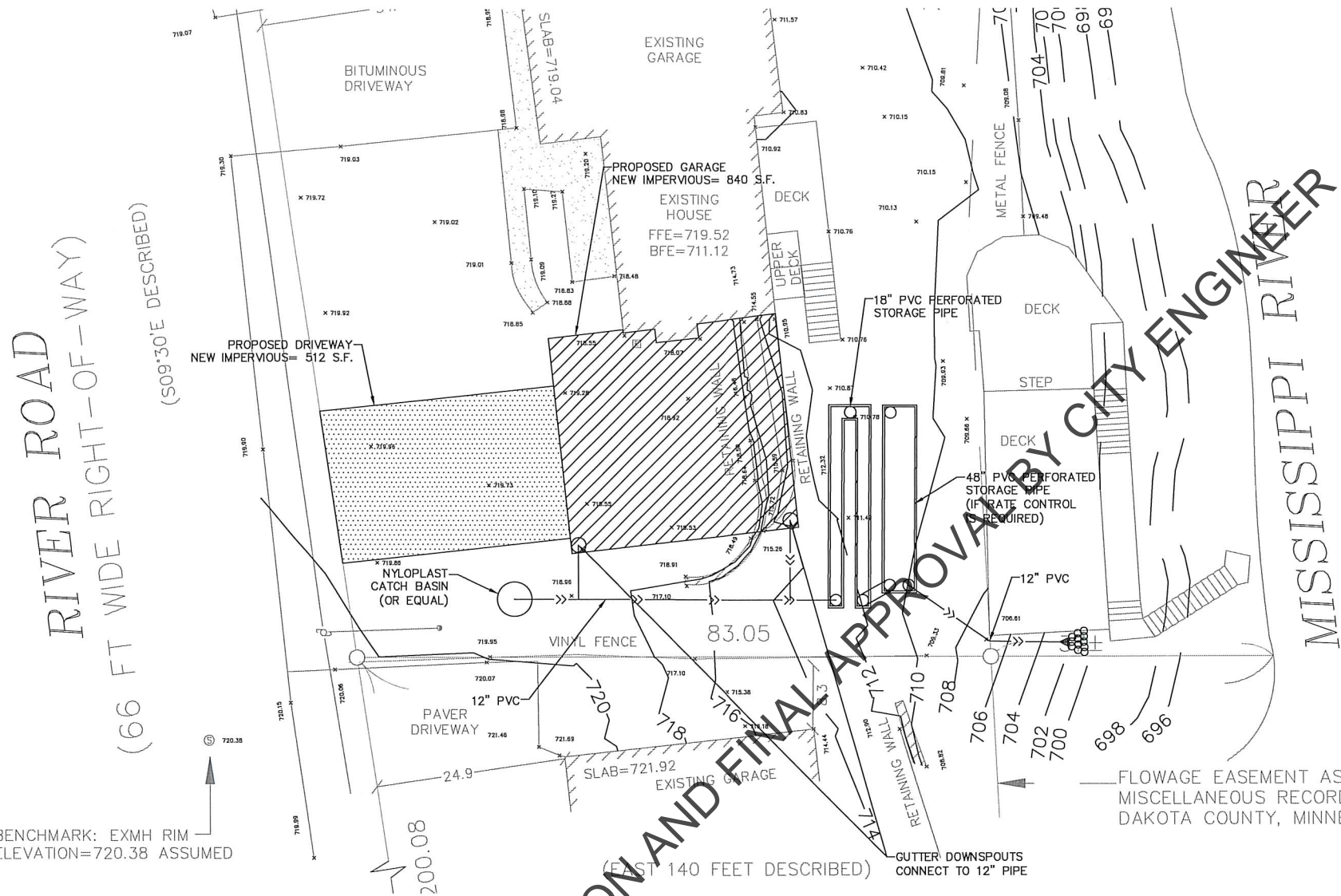
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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					

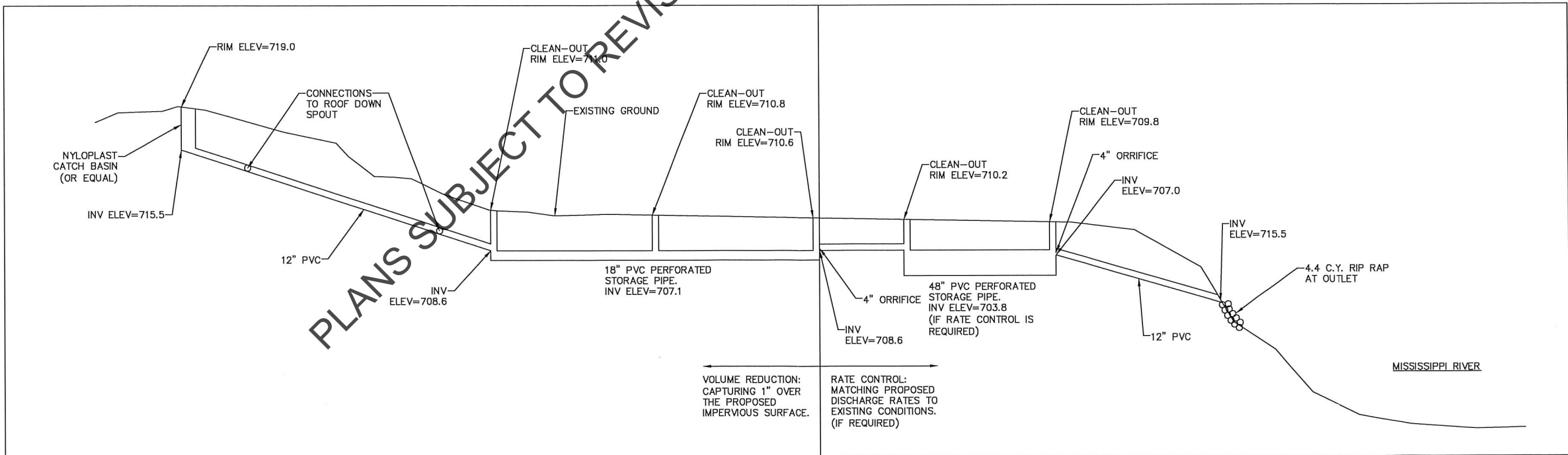
MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

- * 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

EXHIBIT D
STORM WATER FACILITY PLAN



TREATMENT CHAMBER CROSS SECTION



PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan 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

Name John M. Molinaro
Reg. No. 45831 Date 03-16-2023

Revisions

Date 03-16-2023
Designed JMM
Drawn JMM/PDS

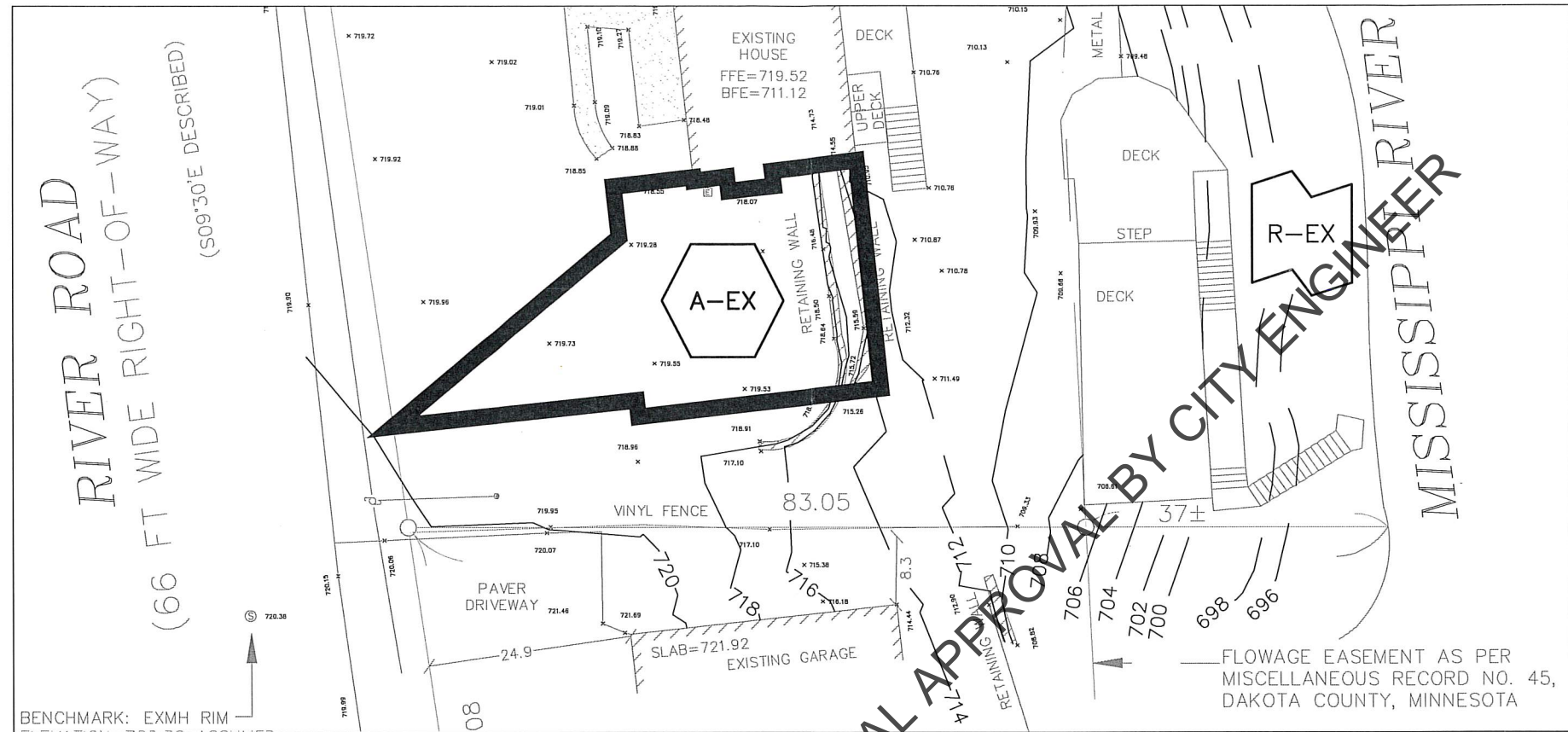
STORMWATER MANAGEMENT PLAN

GARY LUSSO
7142 RIVER ROAD
INVER GROVE HEIGHTS, MINNESOTA 55076

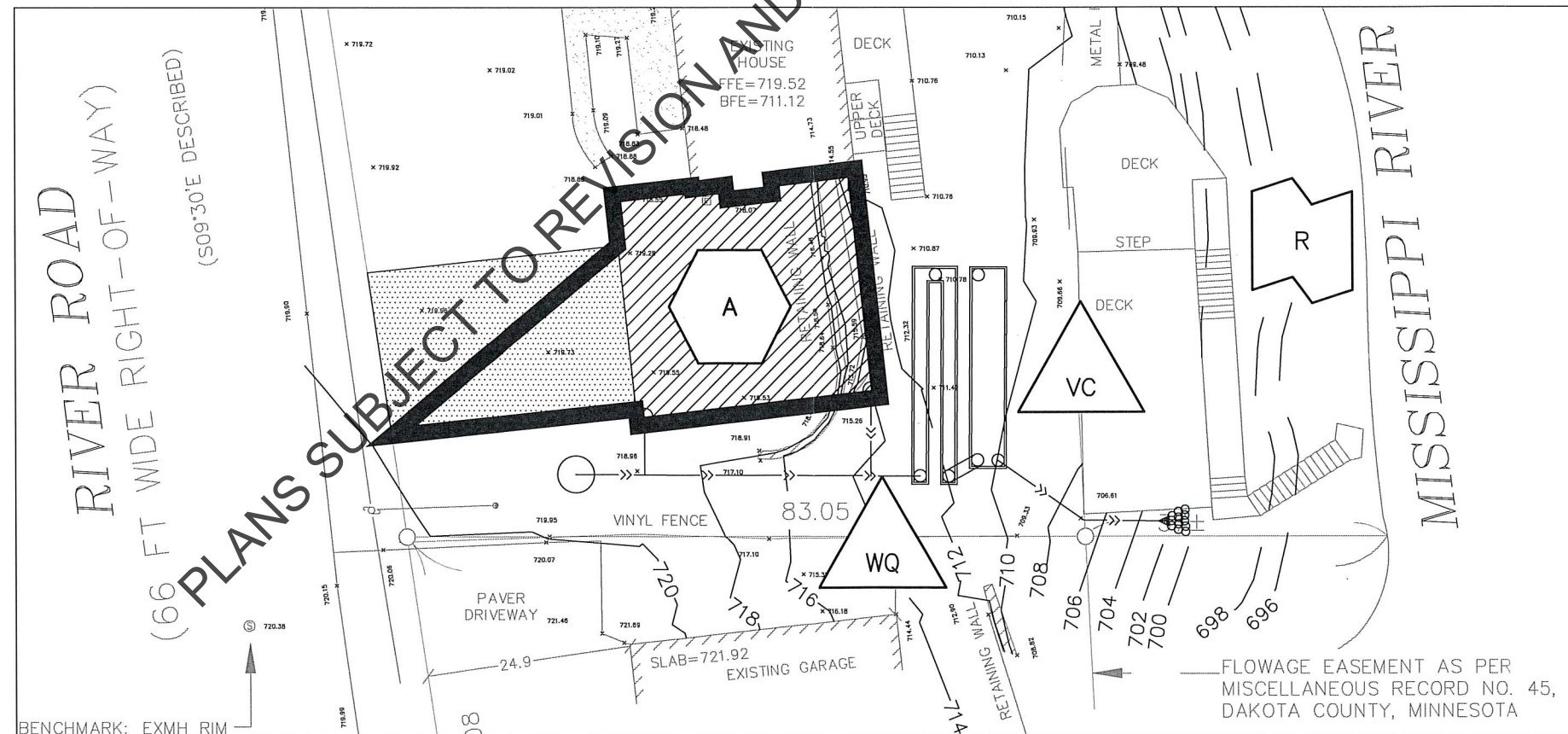
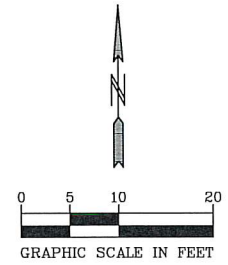
LUSSO GARAGE
INVER GROVE HEIGHTS, MN

1 OF 3

EXIB-ENG-123026-SHEET-GRAD



EXISTING HYDROLOGY



PROPOSED HYDROLOGY

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
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I hereby certify that this plan 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

Name: John M. Molinaro
Reg. No.: 45831
Date: 03-16-2023

Revisions

Date: 03-16-2023
Designed: JMM
Drawn: JMM/PPS

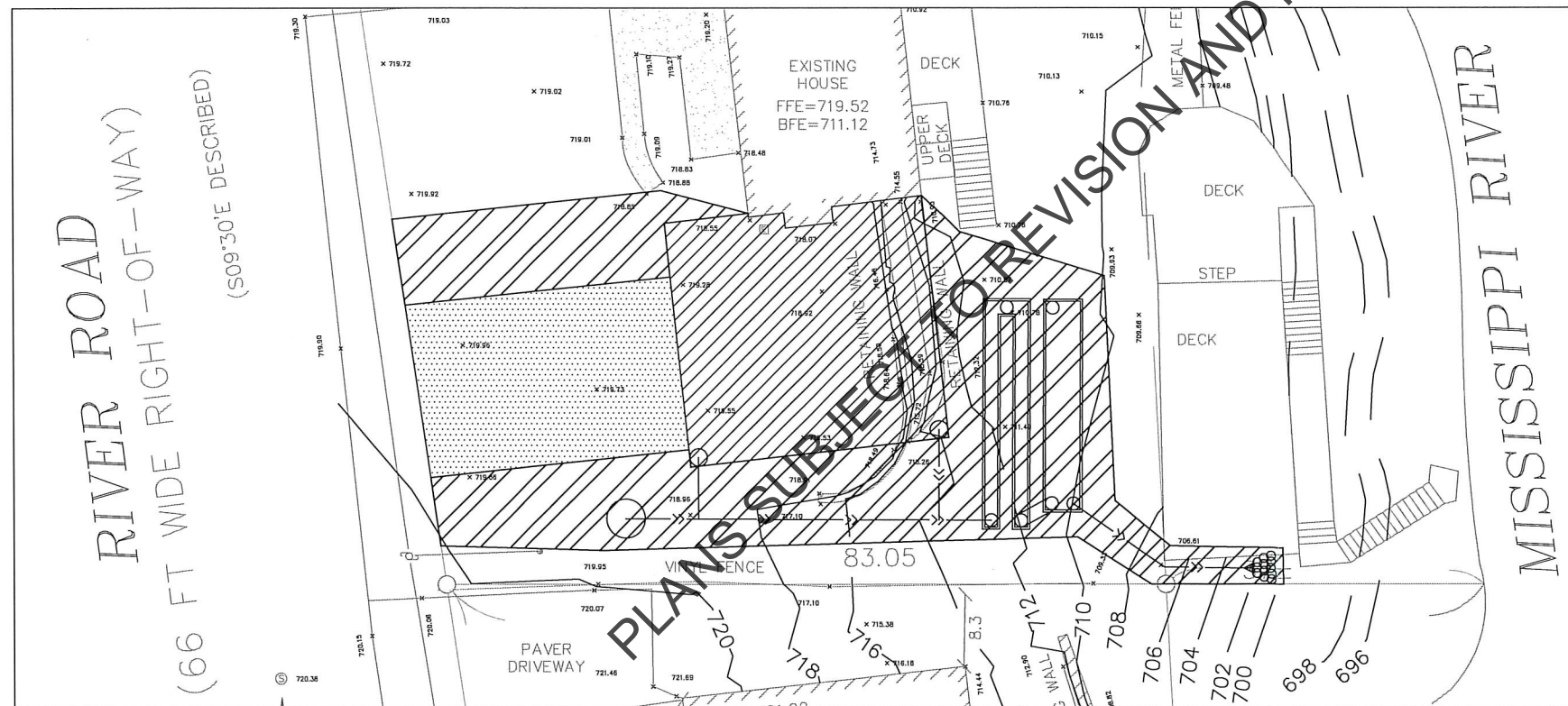
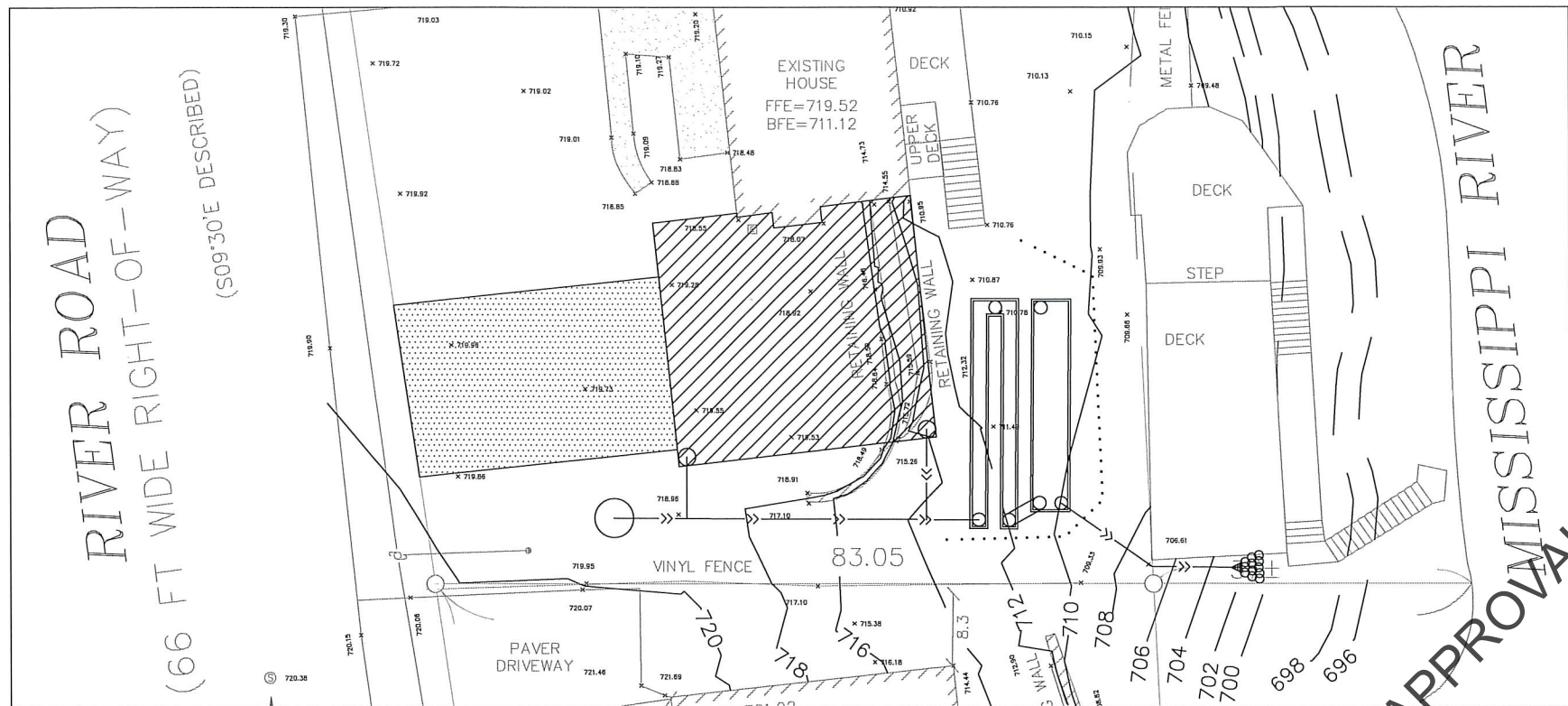
HYDROLOGY MAPS

GARY LUSSO
7142 RIVER ROAD
INVER GROVE HEIGHTS, MINNESOTA 55076

LUSSO GARAGE
INVER GROVE HEIGHTS, MN

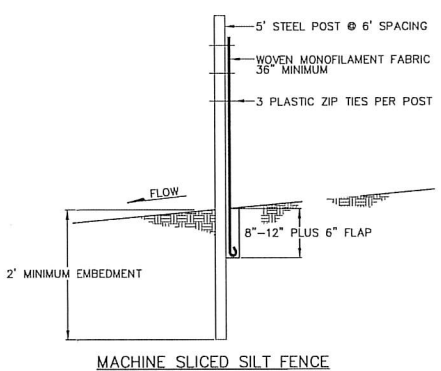
2 OF 3

EXIB-ENG-123026-SHEET-GRAD



..... EROSION CONTROL FENCE.
 DISTURBED AREA

NOTE:
 DISTURBED AREAS ARE TO
 BE FINALLY STABILIZED AND
 HAVE VEGETATION RESTORED
 PER THE REQUIREMENTS OF
 MRCCA 6106.0150



MACHINE SLICED SILT FENCE

- NOTES:
1. WOOD POSTS MAY BE USED IN NON-CRITICAL AREAS. WOOD POST SPACING AT 4' MAXIMUM. STEEL POSTS ARE REQUIRED WHEN HEAVY DUTY SILT FENCE IS SPECIFIED.
 2. SILT FENCE MUST BE CLEANED OR REPLACED WHEN SILT DEPTH IS 1/3 HEIGHT OF FABRIC.



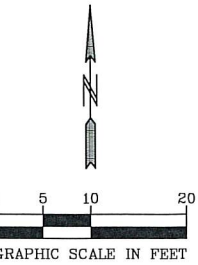
SILT FENCE

CITY OF INVER GROVE HEIGHTS
 ENGINEERING DEPARTMENT

4/11

PLATE NO.
 EC-02

Printed On Dec-21



PIONEEREngineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

I hereby certify that this plan 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

Name: John M. Molinaro
 Reg. No. 45831 Date: 03-16-2023

Revisions

Date: 03-16-2023
 Designed: JMM
 Drawn: JMM/PDS

FINAL STABILIZATION

GARY LUSSO
 7142 RIVER ROAD
 INVER GROVE HEIGHTS, MINNESOTA 55076

LUSSO GARAGE
 INVER GROVE HEIGHTS, MN

CERTIFICATE OF SURVEY

SITE ADDRESS: 7142 RIVER ROAD, INVER GROVE HEIGHTS, MN 55076
BASIS OF BEARINGS: DAKOTA COUNTY GROUND NAD-83 (1986 ADJ.)

Made For:
Ms. Gary Lusso
7142 River Road
Inver Grove Heights, MN 55076

DUE TO WINTER CONDITIONS AT THE TIME THE SURVEY WORK WAS PERFORMED, SOME FEATURES SHOWN ON THE GRAPHICS MAY DIFFER FROM THOSE FOUND IN THE FIELD.

Legal Description: (Warranty Deed)
Commencing at a point 922 feet East and 789.04 feet South of the Northwest corner of Government Lot 8, Section 11, Township 27 North, Range 22 West, Dakota County, Minnesota, thence South 9 degrees 30 minutes East 100 feet; thence East 140 feet to the Mississippi River; thence North along said river to a point 789.04 feet South of the North line of said Lot 8; thence West to the point of beginning.

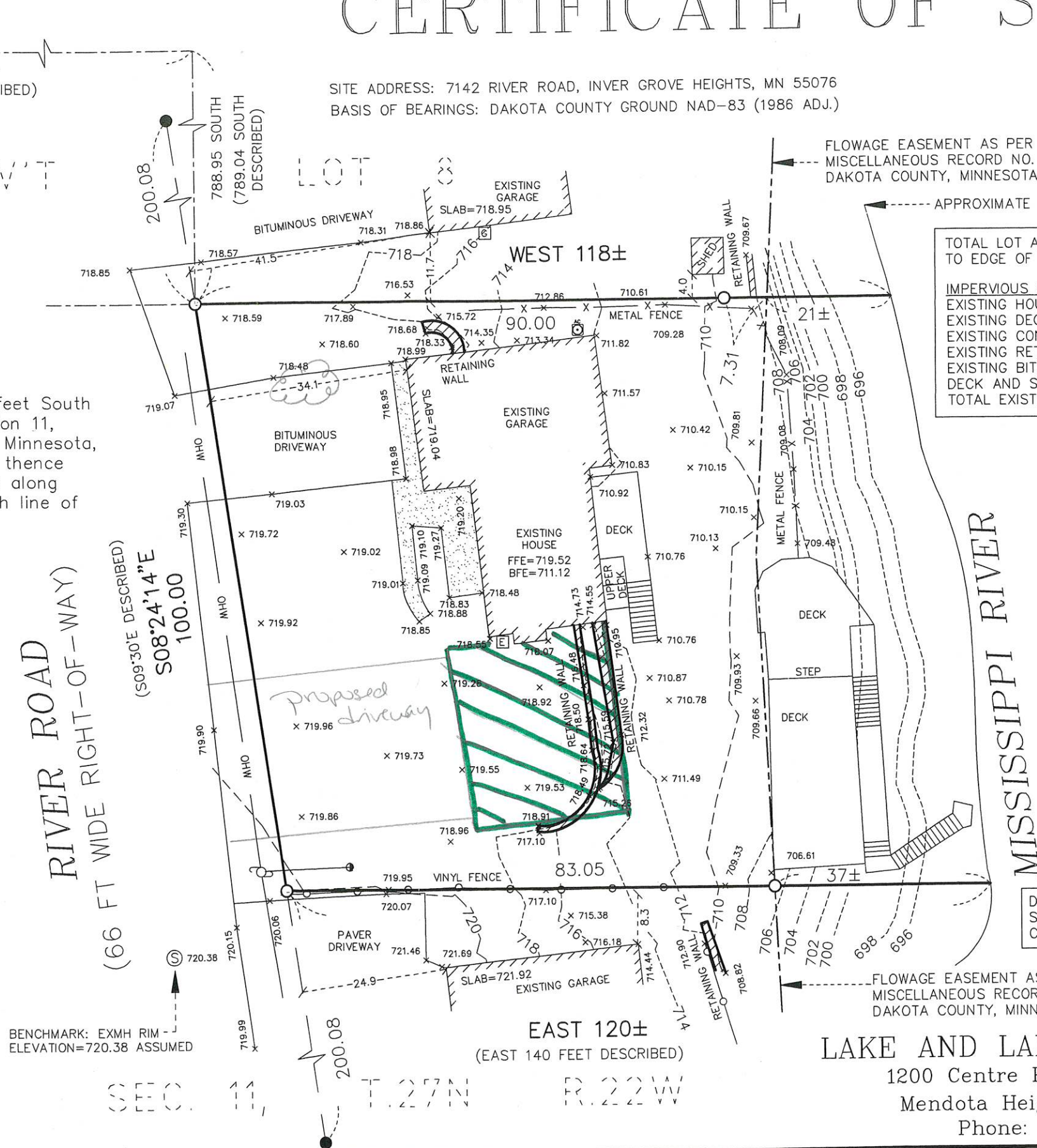
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

 March 7, 2023
Jonathan L. Faraci
Registered Land Surveyor & Registered Engineer
Minnesota Registration No. 16464

NOTES

- Denotes 12 Inch Common Spike set with washer stamped RLS 16464 or as noted.
- Denotes Iron Monument found size, type, & R.L.S. as noted.
- x xxx.xx Denotes Existing Spot Elevation
- xxx--- Denotes Existing Contour
- [G] Denotes Gas Meter
- [E] Denotes Electric Meter
- ⊕ Denotes Hydrant
- ⊙ Denotes Utility Pole
- OHW— Denotes Overhead Utility Wires
- Denotes Polyvinyl Fence
- X— Denotes Metal Fence
- [] Denotes Concrete Surface

LAKE & LAND SURVEYING. JOB NO. 2023.026 DF



TOTAL LOT AREA
TO EDGE OF WATER: 11,973 SQ. FT. OR 0.27 ACRES

IMPERVIOUS SURFACE
EXISTING HOUSE=1253 SQ. FT.
EXISTING DECK=208 SQ. FT.
EXISTING CONCRETE SIDEWALK=257 SQ. FT.
EXISTING RETAINING WALLS=109 SQ. FT.
EXISTING BITUMINOUS DRIVE=606 SQ. FT.
DECK AND STEPS TO RIVER=991 SQ. FT.
TOTAL EXISTING IMPERVIOUS SURFACE=3424 SQ. FT.

DUE TO WINTER CONDITIONS AND STEEP SLOPE, AERIAL TOPOGRAPHY USED FOR CONTOURS LINES 696 TO 708

SCALE
1 inch = 20 ft.

LAKE AND LAND SURVEYING, INC.
1200 Centre Pointe Curve, Suite 375
Mendota Heights, Minnesota 55120
Phone: 651-776-6211

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 7, 2023

SUBJECT: Gary Lusso – Case No. 23-05CV

Consider a Request by Gary Lusso, 7142 River Road, for a Conditional Use Permit to exceed the maximum impervious surface allowed within the Shoreland District and a Variance from the setback requirements for a garage addition. (23-05CV)

Reading of Public Notice

Commissioner Clancy read the Public Hearing Notice to consider the request for Gary Lusso, 7142 River Road, Case No. 23-05CV CUP, for property located at 7142 River Road, identified as PID# 20-01100-30-090. The request consists of a Conditional Use Permit to exceed the maximum impervious surface allowed within the shoreland district and a variance from the setback requirements for a garage addition. Notices were mailed to 18 property owners on February 22, 2023.

Presentation of Request

Associate Planner Heather Botten discussed the request for property located at Upper 71st Street and River Road, zoned R-1C, single family residential district. The applicant proposes an 840 square foot garage and home addition added onto the south side of the existing home. The addition would be located within the required front setback and exceeds the maximum amount of impervious surface allowed on the property located within a shoreland district. The original home was constructed in 1958, prior to the adoption of city code or shoreland regulations. In 2014 the applicant received permission to have a second story added. The proposed addition and driveway added to go to the garage are estimated to be 1,300 square feet of hard surface. Adding this new hard surface would increase the total amount of impervious on the property to about 33%. The shoreland district has a maximum amount of 25%. That amount can be increased with the approval of a conditional use permit and a stormwater management plan. The shoreland and critical ordinance requirements are in place to minimize the impact to the river. The applicant has hired a company to help with the design of a stormwater management system. Staff will have to approve the stormwater management plan prior to this item going before the City Council. With the setback variance, one of the functions of setbacks is to maintain consistency of structure placement and the aesthetic qualities from the river, street, and neighboring views.

Staff does not believe the improvements to be out of character for the area and would be consistent with setbacks found on other neighboring properties. Staff believes a practical difficulty can be found based on age and location of the existing home and the other setbacks already establishing along River Road. She noted that the setback variance from the actual road is about 35 feet, plenty of room for parking. With the approval of the stormwater management plan, staff recommends approval of the variance and the conditional use permit with the conditions listed in Alternative A.

She mentioned that staff did hear from one resident who had concerns regarding the current aesthetics of the property and some clutter outside. It was the residents hope the addition would help clean up the property and bring those items inside of the garage.

Opening of Public Hearing

Gary Lusso, 7142 River Road, stated he has received the survey and gave a copy to the City Planner. He said he has hired Pioneer to do the stormwater evaluation. He understands the conditions that go along with the approval. He mentioned that the property next to him likely has 98% impervious. There has been a history in the area. He said he was confident that any water coming off the impervious surface would not drain into the river, it would meet DNR requirements.

Chair Niemioja asked if the DNR has reviewed this item.

Ms. Botten replied that the DNR has been sent some information but needed the additional information regarding the stormwater management.

Commissioner Robertson mentioned she drove past the property today and noted the question posed by the individual regarding the property as it stands. She asked the applicant how doing this project could impact the neighbor's concern.

Mr. Lusso replied he understands and has spoken to his neighbors. The items are the typical things you put in the side of the yard. He has two boats; one boat goes in the river in the summer, the other in the garage. The items noted are construction debris that would be cleaned up.

Commissioner Robertson asked if he had a driveway that would lead into the new addition.

Mr. Lusso responded there is an existing driveway going to the two-car garage. The new garage would have a driveway. He would like to remove the existing driveway to have less impervious surface.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Commissioner Robertson requested additional information about the impervious surface. She questioned if the same standard applies with general residential.

Ms. Botten replied there are still requirements outside of the shoreland area that they are allowed the maximum amount based on lot size. City code allows an additional 10% of lot size, which used to be a conditional use permit, but is now no longer required. Now applicants only need to work with the engineering department to determine a stormwater management plan. The shoreland ordinance is separate and takes precedent over regular requirements, at 25% maximum. If the applicant's property were not located in the shoreland district, based on lot size, the applicant could have up to 35% impervious surface. Due to the location in the shoreland district it is 25%. Anything above that requires a conditional use permit. There is no maximum amount.

Commissioner Robertson questioned if it was in compliance with the impervious surface expectation as it is currently described.

Ms. Botten responded in the affirmative.

Recommendation to City Council

March 7, 2023

Page 3

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Clancy, to approve the request for a Conditional Use Permit to exceed the maximum impervious surface compliant with what is required for the Shoreland District and the variance for the setback requirements consistent with the neighborhood and using the practical difficulty as described by staff for property located at 7142 River Road. (23-05CV)

Motion carried (5/0). This item will go before the City Council on April 10, 2023.



Planning Commission Report

MEETING DATE:	March 7, 2023
CASE NO:	23-05CV
APPLICANT:	Gary Lusso
PROPERTY OWNER:	Same as Applicant
REQUEST:	Conditional Use Permit to exceed impervious surface in a Shoreland District and a Variance from the front setback.
LOCATION:	7142 River Road
COMPREHENSIVE PLAN:	LDR, Low Density Residential
ZONING:	R-1C, Single Family Residential Shoreland Overlay District Critical Area Overlay District
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

1. A Conditional Use Permit from Section 10-13B-13 to allow more than 25% impervious surface with a Stormwater Management Plan.
2. A Variance from Section 10-9A-2 to allow an addition to be located about 22 feet from the front property line whereas 30 feet is required.

BACKGROUND

The applicant is proposing an 840 +/- square foot garage and home addition to be added onto the south side of the home. The addition would be located within the required front setback and would exceed the maximum allowed impervious surface on the property. It is the applicants desire to eventually convert the existing garage into living space. The original home was constructed in 1958, prior to the City being established and prior to any shoreland regulations being in place. The home is currently located within the front setback and within the bluff line setbacks. In 2014, Mr. Lusso received setback Variance approval to add a second story onto the home and a deck within the bluff line.

The proposed addition is one-story, and not located any closer to River Road than the established setback of the existing home. The Critical Area Overlay District Ordinance (Section 10-13C), allows for the expansion of a non-conforming structure within the bluff setback provided the expansion does not extend further into the required setback than the building line of the existing principal structure. This requirement has been met, therefore a Variance from the bluff setback is not required.

The addition and driveway to the new garage would be adding an estimated 1,300 square feet of hard surface. Adding this new impervious surface will increase the total hard surface on the property to 33%. The Shoreland Ordinance (Section 10-13B) allows a maximum impervious surface of 25%. This may be increased, provided the city has approved and implemented a Storm Water Management Plan affecting the subject site and a Conditional Use Permit permitting an increase has been granted. Currently, the impervious surface on the property (house and driveway) is around 22%.

EVALUATION OF REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North - Single family; zoned R-1C; guided LDR.

East - Mississippi River

West - Single family; zoned R-1C; guided LDR.

South - Single family; zoned R-1C; guided LDR.

VARIANCE

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, the City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.

The setback location of the addition appears to meet the intent of the zoning code. The addition would not be any closer to River Road than the existing, established setback of the home. The use of the property is a single-family residence with an accessory dwelling unit in the lower level, complying with the zoning and comprehensive plan designations of single-family.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

One of the functions of setbacks is to maintain consistency of structure placement and aesthetic qualities from river, street, and neighboring views. The proposed improvements would not be out of character for the area and would be consistent with setbacks found on neighboring properties and setbacks already established on the applicant's property. The home addition does not appear to conflict with any other performance standards of the zoning ordinance such as side and rear setbacks, or building materials. A CUP is being requested for impervious surface on the property, which is the process required by the shoreland ordinance.

3. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The location of the existing home was established in 1958, prior to the adoption of the City Code. The addition will not be any closer to the property line than the existing home. The setback will be about 35 feet from River Road, leaving enough space for vehicles to park on the driveway.

4. *The Variance will not alter the essential character of the locality.*

The proposed addition does not appear to alter the essential character of the area. There are other homes in the neighborhood that encroach within the front setback. The addition would be located over 35 feet from River Road and in-line with the existing home.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a factor in this request.

IMPERVIOUS SURFACE CUP

The findings in the Critical Area Overlay Ordinance state: "The city finds that the Mississippi River corridor is a unique and valuable local, state, regional and national resource. The river is an essential element in the local, regional, state and national transportation, sewer and water and recreational system and serves important biological and ecological functions. The prevention and mitigation of irreversible damage to this resource and the preservation and enhancement of its natural, aesthetic, cultural, and historic values is in furtherance of the health, safety and general welfare of the City."

Shoreland and Critical Area Ordinance requirements are in place to minimize the impact to the shoreland and protected water bodies. A number of the homes in this area along the river were built prior to the City Code adoption and prior to any shoreland or critical area regulations, which are legal non-conforming properties. Any new improvements, alterations, and additions shall follow current ordinance requirements.

The Shoreland Ordinance (Section 10-13B) allows a maximum impervious surface of 25%. This may be increased, provided the city has approved and implemented a Storm Water Management Plan affecting the subject site and a Conditional Use Permit permitting an increase has been granted. The Shoreland Ordinance states that when constructed facilities are used for storm water management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation districts.

The property is currently around 22% impervious surface (2,639 square feet). The proposed garage and driveway addition (roughly 1,300 square feet) would increase the impervious surface on the property to an estimated 33% impervious surface. The applicant is required to treat any amount over 25%.

The applicant is in the process of finding a qualified individual or company to help him create a Stormwater Management Plan to treat the impervious surface above the 25% maximum. A condition of approval at the end of the report states staff shall approve a Stormwater Management Plan prior to the request going to City Council.

DNR REVIEW

The request was sent to the DNR for review. They responded stating they are not able to review the request until a more detailed plan is sent to them for review and comment.

ENGINEERING

The Engineering Department is working with the applicant on the stormwater and grading requirements. The applicant shall continue to work with the City to secure final approval of the construction and stormwater plans.

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:

1. A Variance from Section 10-9A-2 to allow an addition 22 feet from the front property line, whereas 30 feet is required subject to the following conditions:

- a. The site shall be developed in substantial conformance with the site plan on file with the Planning Department done by Blue Sky Design.
- b. Approval of the Conditional Use Permit to exceed impervious surface shall be done prior to City Council review of the Variance.

2. A Conditional Use Permit from Section 10-13B-13 to allow more than 25% impervious surface with a stormwater management plan subject to the following conditions:

- a. The applicant shall meet all the conditions outlined in the City Engineers correspondence and subsequent correspondence.
- b. A Stormwater Facilities Maintenance Agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long-term maintenance of the approved facilities.
- c. The site shall be developed in substantial conformance with the site plan on file with the Planning Department dated: TBD
- d. Staff shall approve a Stormwater Management Plan to exceed impervious surface prior to the request going to City Council.

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 believes a home/garage addition to be a reasonable use of the property. The request is in harmony with the general purpose of the City Code and the intent of the Comprehensive Plan. Staff does not believe the addition would have an adverse effect on the neighborhood and believes a practical difficulty can be found based on the age and location of the existing home and other setbacks that are currently established along River Road.

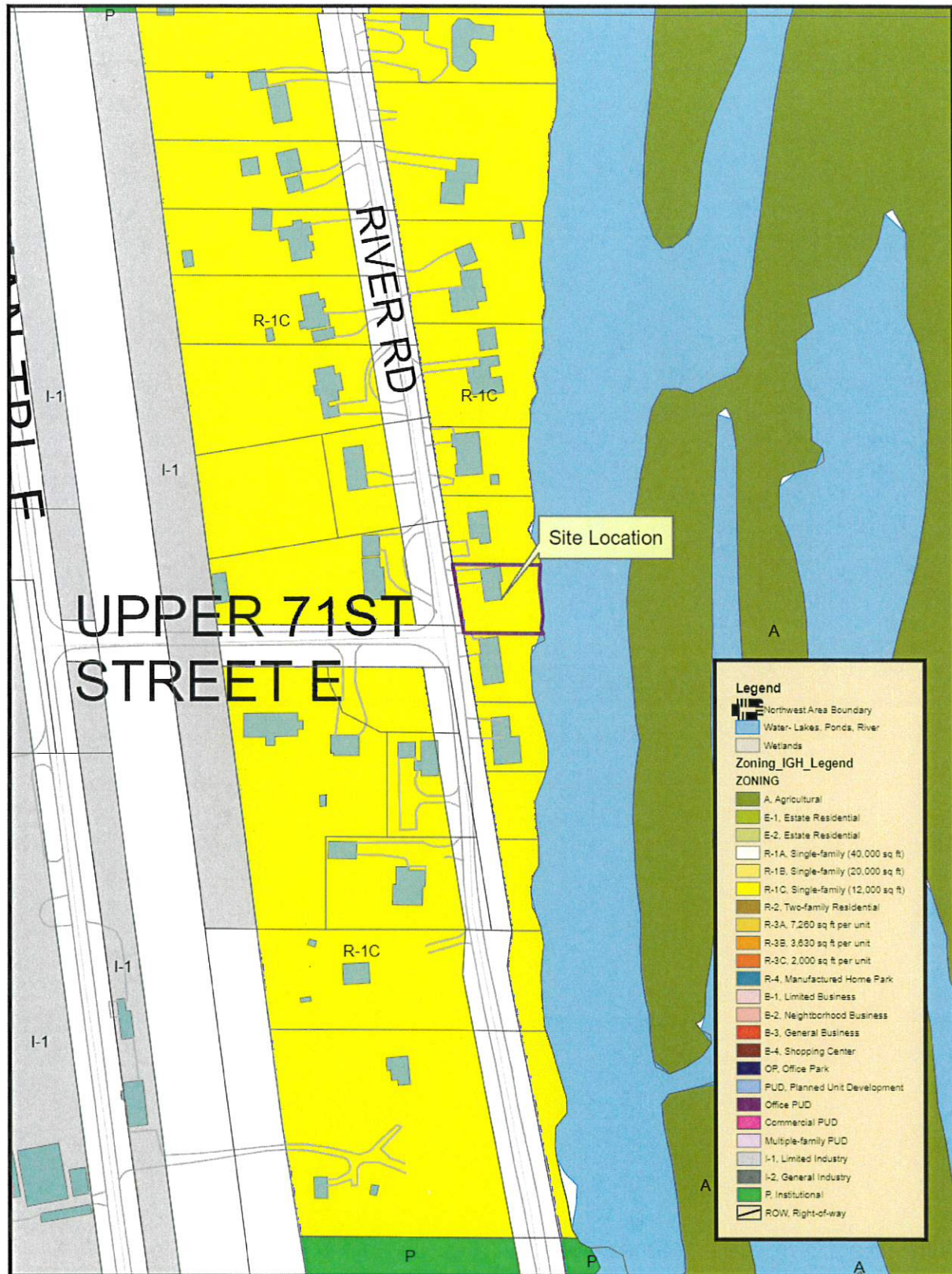
With the approval of a Stormwater Management Plan, staff recommends approval of the setback Variance and Conditional Use Permit to exceed the impervious surface with the conditions listed in Alternative A.

ATTACHMENTS

1. Zoning Map
2. Application Narrative
3. Site Plan
4. Elevation
5. Aerial with house and driveway



7142 River Road



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION 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

Map not to scale

Variance

Dear City Planners

Subject: Attached two car garage

I'm requesting a variance (like the one previously approved). It requires building it inline with the previous remodel to look aesthetically correct. The variance is minor. The property line actually angles so the distance to the road is almost 30 ft.

I can't build further (the back) toward the river because it would encroach on the back deck and walkway.

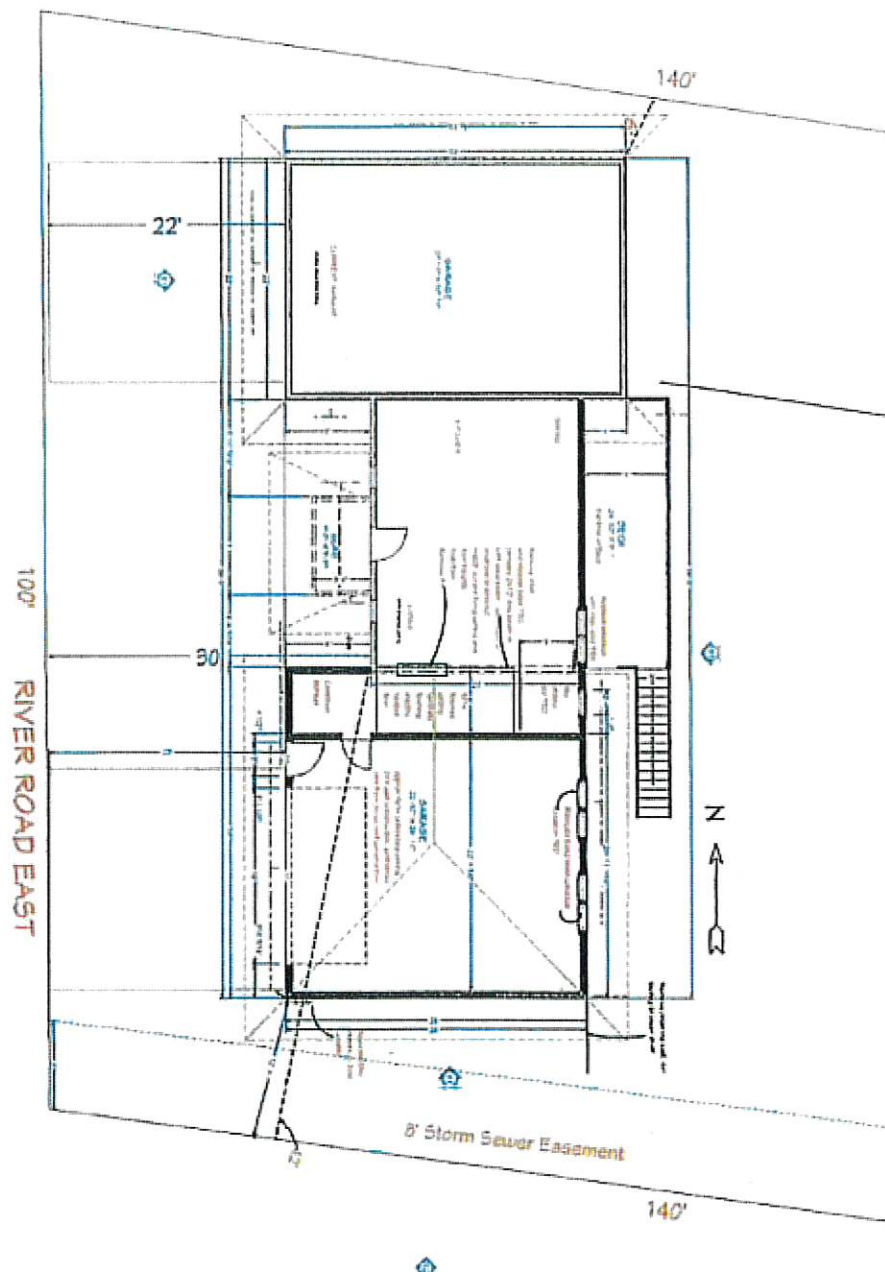
The size of the garage is necessary to allow for a room expansion.

The garage addition allows for converting the existing garage into a bedroom, because of Vage I need to be able to live on the main level. That is the practical and beneficial use and reason for the garage addition. Plus, the living room expansion is beneficial.

Thank you for your consideration.

G. Lusso
Gary M. Lusso

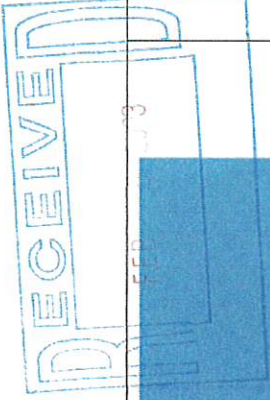
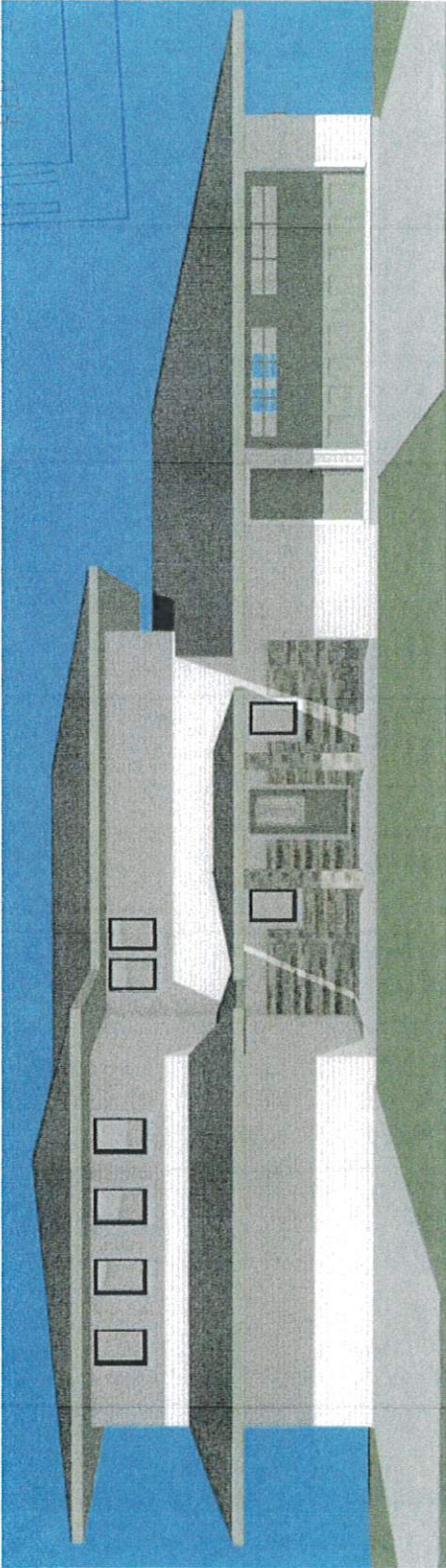
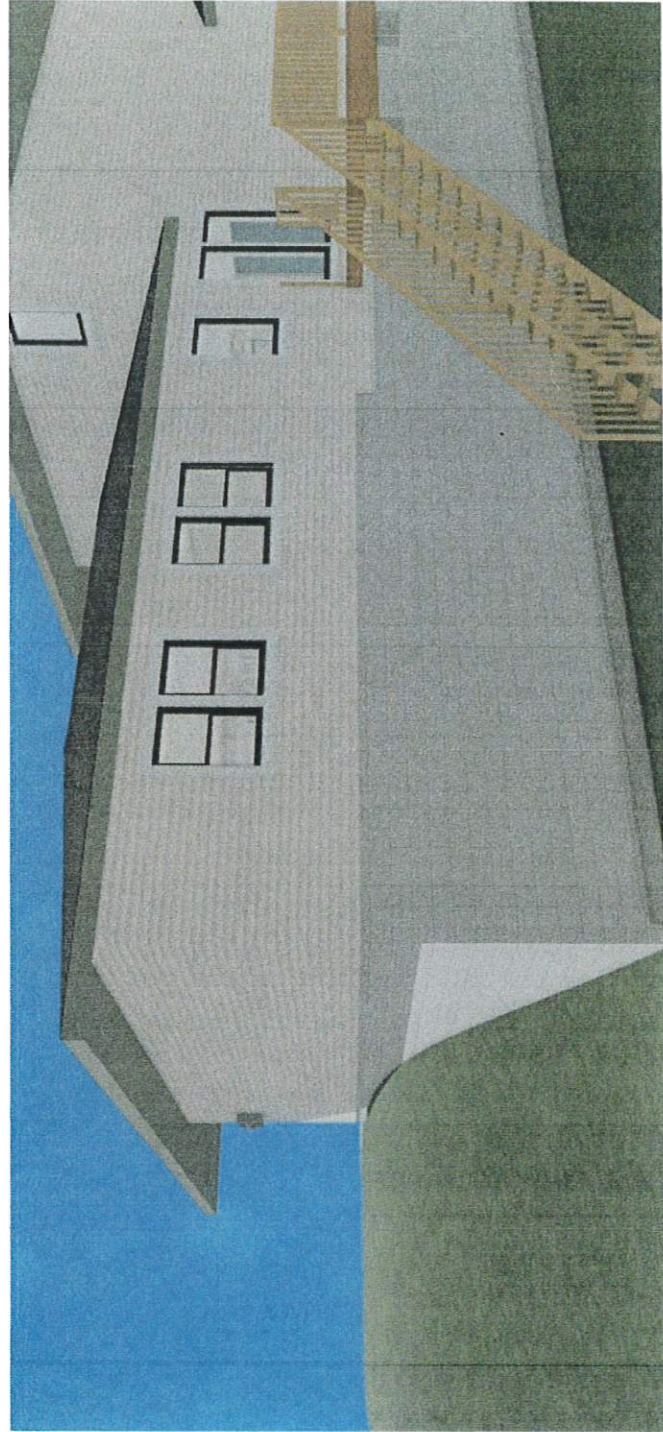
Feb 06, 2023



Scale: 1/8" = 1 foot

Verify measurements
on site before ordering
materials

Lusso Addition
7142 River Rd, Inver Grove Hts





7142 River Road



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION 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.
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Map not to scale



Request for Council Action

SUBJECT: **Resolution Re-Approving the Final Plat for Inverpointe Business Park Third Addition**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to re-approve the Final Plat for Inverpointe Business Park Third Addition located on Courthouse Boulevard west of Barnes Avenue (United Properties - Case No. 23-14S).

- Requires 3/5th vote
- 60-day deadline: May 19, 2023

BACKGROUND

The City Council originally approved the Final Plat for Inverpointe Business Park Third Addition on October 10, 2022. The plat contains the final lots for buildings 4 and 5, which will complete the project.

The City Code requires a Final Plat to be recorded with the County within 90 days of approval. However, the applicant (United Properties) was waiting to confirm tenants for the buildings before they proceeded with recording the documents and the 90 day period expired on or about January 10, 2023. The applicant has now submitted building permits for buildings 4 and 5 and desires to file the plat. No changes have been made since the original approval in 2022.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends re-approval of the Final Plat.

ATTACHMENTS

1. Final plat resolution
2. Plat of Invepoint Business Park Third Addition

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT FOR THE PLAT OF INVERPOINT BUSINESS
PARK THIRD ADDITION**

**CASE NO. 22-19PUD
(United Properties)**

WHEREAS, a Final Plat application has been submitted to the City for property legally described as;

Outlot A, INVERPOINT BUSINESS PARK, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, the City Council originally approved the final plat on October 10, 2022. The plat was not filed by the applicant with the county within 90 days of approval as required by city code;

WHEREAS, the Council is now re-approving the final plat;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat for the plat of Inverpoint Business Park third Addition is hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 10th day of April, 2023.

AYES:
NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

INVERPOINT BUSINESS PARK THIRD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Inverwood Business Park LLC, a Delaware limited liability company, fee owner of the following described property:

Outlot A INVERPOINT BUSINESS PARK, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as INVERPOINT BUSINESS PARK THIRD 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 Inverwood Business Park LLC, a Delaware limited liability company, has caused these presents to be signed by its manager, United Land LLC, a Minnesota limited liability company, on behalf of the limited liability company by its proper officers this _____ day of _____, 20__.

UNITED LAND LLC, manager

By: _____, its _____

By: _____, its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____ the _____ of United Land LLC, a Minnesota limited liability company, manager of Inverwood Business Park LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature) (Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____ the _____ of United Land LLC, a Minnesota limited liability company, manager of Inverwood Business Park LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature) (Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

I, Chris Ambourn, 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__.

Chris Ambourn, Licensed Land Surveyor
Minnesota License No. 43055

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Chris Ambourn, Land Surveyor, Minnesota License No. 43055.

(Signature)

(Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20__.

Chair Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat was approved by the City Council 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.

Mayor Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF 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__.

Todd B. Tollefson
Dakota County Surveyor

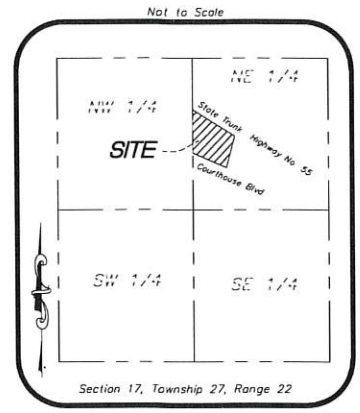
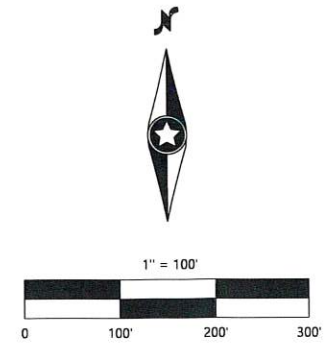
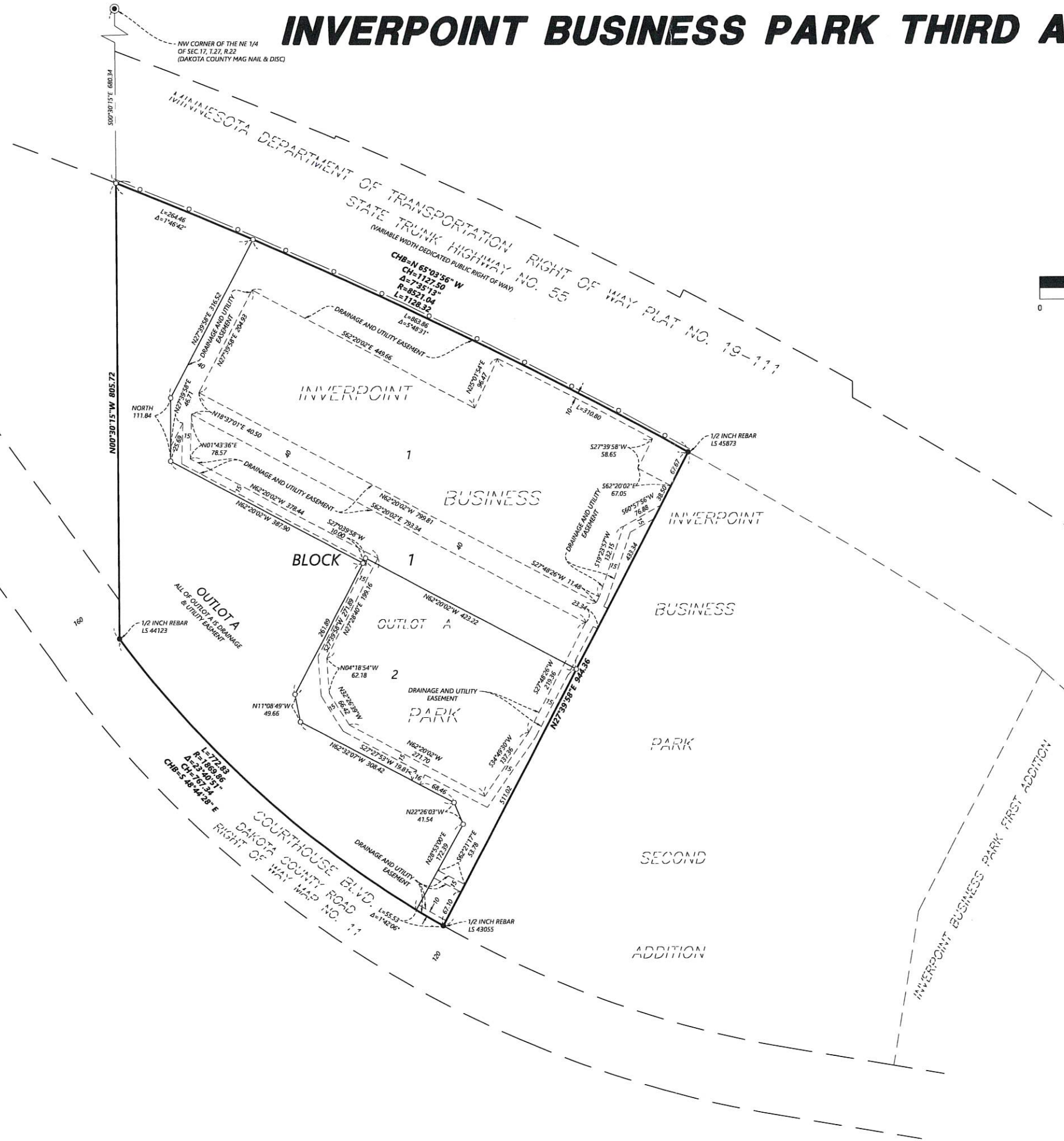
DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ___ day of _____, 20__.

Amy A. Koethe
Director, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of INVERPOINT BUSINESS PARK THRID ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20__, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
Dakota County Recorder

INVERPOINT BUSINESS PARK THIRD ADDITION



The West line of Outlot A, INVERPOINT BUSINESS PARK is assumed to bear N00°30'15\"W.

- Denotes found monument as shown
- ⊙ Denotes found Dakota County Monument
- Denotes set 1/2 inch x 14 inch iron rebar marked with plastic cap inscribed LS 43055, which has been set or will be set in accordance with MS 505.021, Subd. 10, unless otherwise noted on survey.
- ACCESS CONTROL PER MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-111 & PER THE PLAT OF INVERPOINT BUSINESS PARK



Request for Council Action

SUBJECT: **Approval of Email Retention Policy**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED

The Council is asked to adopt the attached Email Retention Policy for the City of Inver Grove Heights.

BACKGROUND

In accordance with state statute, the City of Inver Grove Heights is required to retain records for a set period of time; this includes email communications. Due to the volume and range of emails received by City staff and officials on a daily basis, consistent management of emails requires implementation of a written Email Retention Policy.

As drafted, the City's Email Retention Policy provides guidelines and direction for identifying and retaining emails that are considered official records, and a retention schedule that will automate the management of emails not defined as official records. The majority of emails staff receive are not official records of the City and can either be deleted or retained for individual reference. Automating email management will greatly reduce the number of emails that need to be reviewed and verified when record requests are received.

FISCAL IMPACT

No fiscal impact

RECOMMENDATION

Staff recommends adoption of the attached Email Retention Policy, which has been reviewed and approved by the City Attorney.

ATTACHMENTS

1. Email Retention Policy

Email Retention Policy

Purpose

The purpose of this policy is to initiate guidelines for email retention among employees of the City.

Records

Minn. Stat. §15.17 (Official Records) requires the City, its employees, and officials to “make and preserve all records necessary to a full and accurate knowledge of their official activities.” An official record is recorded information that is prepared, owned, used, in the possession of, or retained by the City in the performance of an official function. An email message, its attachments, or both may be an official record depending on its contents. Not all emails are considered official records. Just like paper records, senders and recipients of email messages must evaluate each message to determine if it meets the definition of an official record.

The retention period for an email message is based upon its content and purpose, and it must be retained in accordance with the approved retention schedule. In short, the content and not the medium determine how long a record must be retained.

Retain the following emails:

General Correspondence (3 Years)

- (1) Emails pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects and the administrative regulations, policies, and procedures that govern them.
- (2) External communication with existing vendors, contractors, residents, or government agencies.
- (3) Directives from supervisors or managers.

Permanent

Correspondence to or from the Mayor, the City Council, or City Administrator that documents important events or major functions of the office. This correspondence usually deals with a specific topic, issue, organization, or individual.

Delete the following emails (Transitory and not an official record):

Transitory emails are messages of short-term interest which are considered incidental and non-vital correspondence relating to City business or activities; Transitory e-mails have a temporary value and do not need to be retained once their intended purpose has been fulfilled. Examples include:

- Spam or unsolicited advertisements or sales promotions
- Voicemail messages that are incidental
- Published reference materials
- Scheduling meetings; invitations and responses to meetings
- Thank yous
- Replies to routine questions, such as "we are open 8:30 to 4:30", "Our address is..."
"The deadline is..."
- Out-of-office replies
- Attachments to emails that are identical to records that are stored and managed outside the email system pursuant to approved record retention schedules.
- Personal emails unrelated to City business

Internal Duplicate Records: Email frequently contains duplicate records, such as copies or extracts of documents distributed for convenience and or reference. If retention is required of the original, the sender has the obligation to retain. Otherwise, all duplicates should be deleted. For example, if an employee is copied ("cc'd") on an email, they should delete it after reading.

Data Requests and Litigation

In accordance with the Minnesota Government Data Practices Act (MGDPA) (Chapter 13, Minnesota Statutes), email messages created or received as part of a public employee's official duties are government data and are subject to requests for review and/or copying pursuant to the MGDPA. If a government data request is received for email relating to a particular subject, emails will be identified and produced without regard to whether they are an official record or non-official record.

It will be the responsibility of the Information Technology Department to search and produce relevant emails contained within the City's email system related to any data request. Just like paper records, email messages may be subject to disclosure during the discovery phase of litigation. Attorneys representing the City are responsible for identifying whether the records requested through the discovery process are stored in email. The City Attorney's Office or the City Clerk's office will be responsible for ensuring Information Technology staff are notified that a discovery order involving email has been received.

Employee Responsibility

As public sector employees subject to MGDPA and the Official Records Act, City employees are responsible for identifying emails that are official records and keeping the official record in the location and format their department has identified as acceptable for that type of document.

It is the employee's responsibility to move official records out of their individual email inbox and save them to the area where the email subject (project, development, etc.) is located.

Email Retention Schedule

Inbox	365 Days
Drafts	30 Days
Deleted Items	30 Days
Junk Email	30 Days



Request for Council Action

SUBJECT: Approval of Cost Sharing Agreement with Dakota County for Election ePollbook Replacement

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the attached Cost Sharing Agreement with Dakota County for electronic poll book hardware, software, and related services.

BACKGROUND

In 2018, the Dakota County Elections Department, in cooperation with the County's twelve largest cities, purchased and implemented electronic pollbooks in 119 of the 141 precincts in the County, using a cost sharing arrangement supplemented by a state grant. In 2020, additional pollpads were purchased for use in all the small cities and township precincts in the County. Finally, in 2021, the pollpad system was used in school district elections, making the electronic pollbook system the standard used in all Dakota County polling places.

The electronic pollbook system is the means by which voters are checked in at their polling place on Election Day. They replaced the old three ring binders with printed lists of registered voters in the precinct. The electronic pollbooks are separate and distinct from the systems used to count ballots.

The original electronic pollbook system is now 5 years old and the pollpads are in need of replacement. Replacing the tablets will ensure the system can run the most up-to-date software and operating systems possible as well as leverage cellular service options to simplify and improve polling place connectivity moving forward. Dakota County Elections staff have determined that pollbook printers do not need to be replaced, which is keeping the overall cost of the project down.

Dakota County has proposed to contribute fifty percent of the purchase of replacement cost, with cities and school districts picking up the remaining costs. As a result, the City of Inver Grove Heights' cost is estimated at \$9,683.51.

FISCAL IMPACT

The City's 2023 budget for Elections includes \$45,000 for miscellaneous expenditures. This has historically been the City's practice in non-election years, with the plan being to not spend these funds and to instead carry them over to the following election year. This allows the Elections budget to remain more consistent year to year, instead of being large in an election year and very, very small in a non-election year. By spending \$9,683.51 of the 2023 Elections budget, there will be less money remaining to carry-over to 2024. This will have to be accounted for when establishing the 2024 Elections budget.

RECOMMENDATION

Staff recommends approval of the attached cost sharing agreement, which has been reviewed and approved by the City Attorney.

ATTACHMENTS

1. 2023 Cost Sharing Agreement - ePollbooks

**COST SHARE AGREEMENT BETWEEN
Inver Grove Heights AND COUNTY OF DAKOTA
FOR ELECTION ELECTRONIC POLL BOOKS
HARDWARE, SOFTWARE, AND RELATED SERVICES**

This Agreement is entered into by and between Inver Grove Heights ("Municipality"), and the County of Dakota ("County"), 1590 Highway 55, Hastings, MN 55033. Municipality and County are referred to individually as the "Party" and are collectively referred to as the "Parties".

WHEREAS, pursuant to Minn. Stat. § 471.59, two or more governmental units, by agreement through action of their governing bodies, may jointly exercise powers common to the governmental units; and

WHEREAS, under Minn. Stat. § 201.225 the parties are empowered to purchase, use, and maintain electronic poll books, also referred to in law as "electronic rosters"; and

WHEREAS, the County along with large cities in Dakota County shared cost for the purchase and implementation of a poll book system by agreement in 2018; and

WHEREAS, the County contracted with KnowInk, LLC for the purchase of the electronic poll book system through the State of Minnesota's Cooperative Purchasing Venture with the contract providing for future orders for products or services by purchase order ("Vendor Contract"); and

WHEREAS, the Parties are desirous of cooperating to purchase a replacement for the electronic poll book system through the State of Minnesota cooperative purchasing venture by use of funds by the Parties and other cities, townships and school districts in Dakota County who enter into separate Cost Share Agreements with the County (collectively, the "Governmental Units").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to authorize the County to purchase electronic poll book equipment, software, and related services (collectively, "electronic poll book system") for use by the Parties and to establish the obligations of the Parties with respect to the implementation, use, and maintenance.

II. TERM

The term of this Agreement shall commence on the Effective Date, which is the date when all signatures of the Parties are obtained, and shall remain in full force and effect until the

Expiration Date, which is the date when the Vendor Contract entered into pursuant to Section III. A. terminates, this Agreement is terminated as provided herein, or by operation of law, whichever occurs first.

This Agreement may be extended by written mutual agreement of the Parties.

III. DUTIES OF THE COUNTY

In conformance with the provisions of Minnesota law and, specifically, Minn. Stat. § 16C.03, subd. 10, the County will purchase replacement components for electronic poll book system under the Vendor Contract obtained through the State of Minnesota Cooperative Purchasing Venture ("CPV") in consultation with the Governmental Units.

The Vendor Contract includes vendor-supplied technical maintenance and regular maintenance and upgrades of the electronic poll book system.

- A. Contract. The final authorization of the purchase order under the Vendor Contract to purchase the replacement components will be made by the Dakota County Board of Commissioners.
- B. Purchase and Delivery. The County will purchase sufficient electronic poll book system devices for the Municipality using funds provided by the Governmental Units as provided in Section IV.C (together, "Purchase Price"). The County will be responsible for the payment to the vendor pursuant to the Vendor Contract.
- C. County Share of Cost. The County shall be responsible for the payment of one-half of the Purchase Price.
- D. Invoice. The County will provide to the Municipality a copy of the Vendor Contract, purchase order and an invoice for the Municipality Share of the Purchase Price as defined in Section IV.C. In addition, the County will share with the Municipality its calculations used to determine the Municipality Share and the Municipality's pro rata share of the annual maintenance costs, all as defined in Section IV.C and illustrated in Appendix A, attached hereto.
- E. Ownership. The County will own the electronic poll book system purchased pursuant to this Agreement, regardless of where the electronic poll book system may be stored or used.
- F. Acceptance Testing. The electronic poll book system will be delivered to a County location for acceptance testing by the Parties.

- G. Secretary of State Notification and Certification. The County will complete the 90-day intent to use electronic rosters and 30-day certification of security and technical requirement and submit the records to the Minnesota Secretary of State.
- H. Repairs and Maintenance. The County will arrange for all necessary repairs, maintenance and upgrades to the electronic poll book system between elections. When upgrades or other services are to be performed by the County or vendor on any part of the electronic poll book system, the Municipality must transport the devices to a central location if requested by the County.
- I. Licenses. The County will obtain all licenses and other rights necessary for the Municipality to use the election hardware and software for its intended use.
- J. Insurance. The County will include the electronic poll book system on its commercial property casualty insurance coverage.
- K. Training. The County will support training initiatives and provide a training database, training videos and handouts and other instruction.
- L. Pre-Election. The County will setup to the electronic poll books for the election, deploy the files to the assigned polling places and coordinating electronic poll books using Meraki device.
- M. Election Day. The County will provide technical support to Clerks, support staff, and election judge
- N. After Polls Close. The County will generate, import and process voter history and election day voter registration application files into SVRS and resolve and file issues with the city clerk.

IV. DUTIES OF THE MUNICIPALITY

- A. Testing. The Municipality must provide enough staff to test the electronic poll book system for its intended use.
- B. Storage, Handling and Service. The Municipality must provide safe storage and handling of the electronic poll book system when such equipment is in the Municipality's possession. Municipality must transport the devices to and from polling locations. The Municipality must report any needed hardware and software maintenance, in writing, to the County. Any electronic poll book system problems on election days may be reported to the County orally.
- C. Payment. The one-half of the Purchase Price shall be paid by all Governmental Units participating in the purchase. Each Governmental Unit's share of that one-half of the

Purchase Price shall be determined in accordance with the Cost Projections and corresponding Governmental Unit Shares attached hereto as Appendix A. The County will notify the Municipality of its Governmental Unit Share upon entry into the Vendor Contract.

Payment by the Municipality to the County will be made in three equal annual installments, without interest, on or before January 31st of each year beginning in 2024 and ending in 2026. The Municipality may prepay installments at any time without penalty.

The Municipality will pay to the County its Cost Share of the annual maintenance costs for the electronic poll book system as identified in Appendix A. The Municipality will pay the County within 45 calendar days of receipt of an invoice from the County.

- D. Additional Election Hardware and Software. The County will purchase additional election hardware and software to meet the Municipality's needs in connection with the addition of voting precincts to the Municipality. The cost of such election hardware and software will be split equally between the Municipality and the County. The Municipality will pay the County in a lump sum within 45 days of receipt of an invoice from the County.
- E. Operation of the System. Municipality shall operate in compliance with Section IX - General Conditions Governing Operation of the System.

V. INDEMNIFICATION

- A. Municipality. The Municipality will defend and indemnify the County, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the use, transport, storage, handling, or maintenance of the electronic poll book system, which are attributable to the intentional, willful, or negligent acts or omissions of the Municipality, its elected officials, employees, or agents.
- B. County. The County will defend and indemnify the Municipality, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the solicitation and award of the Vendor Contract and arising out of the transport, handling, or storage of the electronic poll books attributable to the intentional, willful, or negligent acts or omissions of the County, its elected officials, employees, or agents. The County does not warrant nor does it indemnify the Municipality for performance of or failure to perform by the Contract Vendor for the electronic poll book system. Nevertheless, the County will pursue any and all rights it may have with respect to warranties, when requested by the Municipality or when necessary, to assure conformance with the intended use of the electronic poll book system.

- C. Municipal Tort Claims Act. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. For purposes of determining total liability for tort damages which may arise from this Agreement, the Parties are to be considered a single governmental unit.

VI. STATE AUDIT

Under Minn. Stat. § 16C.05, subd. 5, each Party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the Expiration Date of this Agreement.

VII. GOVERNMENT DATA PRACTICES

For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security.

Each Party shall provide the other Party with prompt notice of a breach of the security of data defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

The Parties shall promptly notify each other when any third-party requests data related to this Agreement, the electronic poll book system or the Vendor Contract. The Party who originated the data subject to the request will give the Party receiving the request instructions concerning the release of the data to the data requester before the data is released.

VIII. VENUE

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate court of competent jurisdiction in Dakota County, Minnesota.

IX. TERMINATION

The County will notify the Municipality if its Governmental Unit Share as stated in Appendix A is increased due to one or more Governmental Units' failure to execute a Cost Sharing

Agreement, or a change in the Purchase Price. The Municipality will then have ten (10) business' days from the date of the notification by the County to terminate this Agreement by written notice to the County. If the Minnesota Legislature adopts a law permitting small cities and townships to utilize mail balloting, such Governmental Units may provide written notice terminating this Agreement upon completing all other statutory requirements to implement mail balloting and the County will cover any unpaid portion of that Governmental Unit's Cost Share. Otherwise, the parties must mutually agree to terminate this Agreement in writing by the undersigned or their successors.

X. MISCELLANEOUS PROVISIONS

- A. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement, unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.
- B. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement, approved and executed by all Parties to this Agreement, or their successors in office.
- C. Amendments. Any amendment to this Agreement must be in writing and is not effective until approved and executed by all Parties to this Agreement, or their successors in office.
- D. Waiver. If any Party fails to enforce any provision of this Agreement, such failure does not waive the provision or its right to enforce it.
- E. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, is binding on any Party.
- F. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- G. Electronic Signatures. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

XI. GENERAL CONDITIONS GOVERNING OPERATION OF THE SYSTEM

- A. Municipality shall distribute electronic poll books to precincts in the quantities advised by the County in each election held in the Municipality through the term of this Agreement.
- B. Municipality shall complete iOS and/or application upgrades as deemed necessary by the vendor.
- C. Devices requiring maintenance must be identified by the Municipality to the County for reporting to the Contract Vendor within 14 days after an election using the procedure agreed to with the County.
- D. Municipality will conduct testing on all devices prior to deployment.
- E. Municipality must access ePulse web-based software and proof assignments of precincts and polling places.
- F. Municipality must follow the County timeline for electronic poll book roster loading, perform final balancing to precinct summary statements after polls close and complete file upload after an election.
- G. Municipality must only use the polling place and election procedures approved by or from the County or the Minnesota Secretary of State.
- H. Electronic poll books are to be utilized for election purposes only, and no other function.
- I. Voter data of any kind may not be transmitted wirelessly through any device/network/etc. other than the equipment provided for the electronic poll books.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Municipality and the County have caused this Agreement to be executed on their behalf.

COUNTY OF DAKOTA

Inver Grove Heights

By: _____

By: _____

Name: Thomas V. Novak

Its: _____

Date: _____

Title: Director, Public Services & Revenue

By: _____

Its: _____

Date: _____

Date: _____

Approved as to form by: /s/ *Thomas R. Donely* on March 21, 2023.

Appendix A
COST PROJECTIONS*

*The information in this Appendix A is informational only and based on all Governmental Units identified in the chart executing a Cost Sharing Agreement and a total Purchase Price of \$364,005.00. If one or more of these factors changes, the City Share will likely increase.

Appendix A - Cost Projections And Governmental Unit Cost Shares As of 3/1/2023
Foundation of cost sharing calculations are based on the following proportions and then further proportioned by registered voters

County	50%
Cities & Townships	35%
School Districts	15%

HARDWARE REPLACEMENT COST SHARE

ePollPads and cases from Knowlnk, LLC - Estimate a 5 year useful life (printers not replaced)	Cost per unit	#units	Total cost of epollpads		Total cost of new (Meraki) access points	Total Replacement Cost
Cellular ipad w/new case and sled	\$ 582.50	594	\$ 346,005.00		\$ 18,000.00	\$ 364,005.00
<i>(includes shipping, buyback of old and 1st year activation)</i>						
Dakota County - 50%			\$ 173,002.50		\$ 2,000.00	\$ 175,002.50
Cities & Townships - 35%	Reg Voters 1.9.2023	% of Reg Voters	Cost by Reg Voters	# epollpads distributed	N/A Existing access points	Total Cost by City/Twp
Apple Valley	35,948	12.6%	\$ 15,301.22	68		\$ 15,301.22
Burnsville	37,799	13.3%	\$ 16,089.10	87		\$ 16,089.10
Eagan	45,665	16.1%	\$ 19,437.25	91		\$ 19,437.25
Farmington	14,145	5.0%	\$ 6,020.80	28		\$ 6,020.80
Hastings	14,647	5.1%	\$ 6,234.48	32		\$ 6,234.48
Inver Grove Heights	22,750	8.0%	\$ 9,683.51	48		\$ 9,683.51
Lakeville	46,994	16.5%	\$ 20,002.94	83		\$ 20,002.94
Mendota Heights	9,264	3.3%	\$ 3,943.21	15		\$ 3,943.21
Rosemount	17,726	6.2%	\$ 7,545.05	28		\$ 7,545.05
South St Paul	12,243	4.3%	\$ 5,211.22	29		\$ 5,211.22
West St. Paul	12,633	4.4%	\$ 5,377.22	25		\$ 5,377.22
Castle Rock	987	0.3%	\$ 420.12	3		\$ 420.12
Coates - Mail Ballot only (103)						
Douglas	538	0.2%	\$ 229.00	2		\$ 229.00
Empire	2008	0.7%	\$ 854.70	3		\$ 854.70
Eureka	1096	0.4%	\$ 466.51	3		\$ 466.51
Greenvale	604	0.2%	\$ 257.09	3		\$ 257.09
Hampton City	417	0.1%	\$ 177.50	2		\$ 177.50
Hampton Township	628	0.2%	\$ 267.31	2		\$ 267.31
Lilydale	784	0.3%	\$ 333.71	3		\$ 333.71
Marshan	894	0.3%	\$ 380.53	2		\$ 380.53
Mendota City	137	0.0%	\$ 58.31	2		\$ 58.31
Miesville - Mail Ballot only (86)						
New Trier - Mail Ballot only (52)						
Nininger	663	0.2%	\$ 282.21	2		\$ 282.21
Northfield	959	0.3%	\$ 408.20	3		\$ 408.20
Randolph City	295	0.1%	\$ 125.57	3		\$ 125.57
Randolph Township	560	0.2%	\$ 238.36	2		\$ 238.36
Ravenna	1738	0.6%	\$ 739.78	3		\$ 739.78
Sciota	338	0.1%	\$ 143.87	3		\$ 143.87
Sun Fish Lake	442	0.2%	\$ 188.14	2		\$ 188.14
Vermillion City	304	0.1%	\$ 129.40	2		\$ 129.40
Vermillion Township	916	0.3%	\$ 389.89	2		\$ 389.89
Waterford	389	0.1%	\$ 165.58	3		\$ 165.58
Subtotal				584		
Dakota County has 22 Spares, only 10 need replacement				10		
Total	284,511		\$ 121,101.75	594		\$ 121,101.75
Independent School Districts - 15%	Reg Voters 1.9.2023	% of Reg Voters	Cost by Reg Voters	Est. # units shared	Cost of new access point*	Total Cost by ISD
191	33,652	11.8%	\$ 6,133.63	TBD	\$ 2,000.00	\$ 8,133.63
192	22,922	8.0%	\$ 4,177.91	TBD	\$ 2,000.00	\$ 6,177.91
194	36,413	12.8%	\$ 6,636.87	TBD	\$ 2,000.00	\$ 8,636.87
195	1,614	0.6%	\$ 294.18	TBD	\$ -	\$ 294.18
196	106,785	37.5%	\$ 19,463.33	TBD	\$ 2,000.00	\$ 21,463.33
197	30,155	10.6%	\$ 5,496.25	TBD	\$ 2,000.00	\$ 7,496.25
199	18,547	6.5%	\$ 3,380.50	TBD	\$ 2,000.00	\$ 5,380.50
200	20,119	7.1%	\$ 3,667.02	TBD	\$ 2,000.00	\$ 5,667.02
252	120	0.0%	\$ 21.87	TBD	\$ -	\$ 21.87
659	2,259	0.8%	\$ 411.74	TBD	\$ -	\$ 411.74
6	12,166	4.3%	\$ 2,217.45	TBD	\$ 2,000.00	\$ 4,217.45
Total	284,752		\$ 51,900.75		\$ 16,000.00	\$ 67,900.75

* New Meraki access points will be needed in ISD offices to make the districts use of the system efficient and accessible

Appendix A (Continued) - Cost Projections And Governmental Unit Cost Shares

ANNUAL MAINTENANCE COST SHARE

<u>Operational costs of owning and using the system - invoiced annually for software licensing, support and data.</u>			
Annual data activation per unit	Fixed cost	\$ 15.00	Cost share with all agencies as demonstrated above
Annual license & maintenance per unit	Fixed cost	\$ 125.00	Cost share with all agencies as demonstrated above
Verizon Data usage per unit per election	Variable cost	\$ 30.00	Cost share by # of units assigned - 50/35/15, or 50/50 if standalone election
Onsite Support for each election	Variable cost	\$ 1,500.00	Cost share with all agencies as demonstrated above or 50/50 if stand alone election

Certificate Of Completion

Envelope Id: 06CD2DAEB39F43B1A78D4129E92BD3CD

Status: Sent

Subject: Complete with DocuSign: Inver Grove Heights Cost Share for epollbook purchase KS23-112- 2023

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Blue

AutoNav: Enabled

1590 Highway 55

Envelopeld Stamping: Enabled

Hastings, MN 55033

Time Zone: (UTC-06:00) Central Time (US & Canada)

michelle.blue@co.dakota.mn.us

IP Address: 73.88.57.226

Record Tracking

Status: Original

Holder: Michelle Blue

Location: DocuSign

3/31/2023 11:57:24 AM

michelle.blue@co.dakota.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Dakota County

Location: DocuSign

Signer Events**Signature****Timestamp**

Michelle Blue

Completed

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Michelle.Blue@co.dakota.mn.us

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Elections Director

Signed: 3/31/2023 12:06:26 PM

Dakota County

Using IP Address: 73.88.57.226

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Rebecca Kiernan

Sent: 3/31/2023 12:06:28 PM

rkiernan@invergroveheights.org

Viewed: 3/31/2023 12:08:46 PM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 3/31/2023 12:08:46 PM
ID: 707e8b9c-fb8b-4037-b226-f4191c739c36

Rebecca Kiernan

rkiernan@invergroveheights.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Tom Novak

Tom.Novak@co.dakota.mn.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 3/16/2023 10:16:15 AM
ID: a6674ae8-9fbf-4d6a-962a-f6fa8bf05e4b**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Rebecca Kiernan rkiernan@invergroveheights.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Doug.Gross@CO.DAKOTA.MN.US
Doug.Gross@CO.DAKOTA.MN.US
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gladys.Kelly@CO.DAKOTA.MN.US
Gladys.Kelly@CO.DAKOTA.MN.US
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/31/2023 12:06:08 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dakota County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Dakota County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dakota County during the course of my relationship with you.



Request for Council Action

SUBJECT: **Resolution Approving Second Amendment to Development Agreement for Plat of Peltier Reserve**

MEETING DATE: April 10, 2023
ITEM TYPE: Consent Agenda
CONTACT: Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing execution of the Second Amendment to the Development Agreement for the Plat of Petier Reserve.

BACKGROUND

In 2021, the City Council approved a development agreement for the Plat of Peltier Reserve. The Development Agreement required the Developer to take a number of actions, including replatting an outlot, grading the lot and removing debris, dead trees, concrete, and other items, constructing retaining walls on the outlot, and conveying the outlot to the City for a park. After conditions and circumstances resulted in the Developer being unable to complete these required activities by the initial deadline established in the Development Agreement, and further review of approved stormwater plans resulted in the Developer desiring to amend the previously-approved stormwater facilities plans to construct above-ground stormwater facilities on additional lots within the plat, a Development Agreement Amendment was prepared and approved by the Council at the end of 2022.

At this time, certain requirements found in the Development Agreement require additional time to complete. The attached Second Amendment to the Development Contract extends the time for closing on the park lot; remaining outstanding items will be further addressed in the near future.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommend approval of the Second Amendment to the Development Agreement for the Plat of Peltier Reserve.

ATTACHMENTS

1. Resolution Approving 2nd Amendment to DC for Plat of Peltier Reserve 4.07.2023 (002)
2. V2 Amendment No. 2 to Development Contract 4.07.2023

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

**RESOLUTION APPROVING SECOND AMENDMENT TO DEVELOPMENT
CONTRACT FOR PLAT OF PELTIER RESERVE**

WHEREAS, the City and the Developer entered into a Development Contract for the Plat of Peltier Reserve which included deadlines for certain actions, including the replating and conveyance of an outlot to the City for park purposes; and

WHEREAS, due to various circumstances, the Developer was unable to comply with all of the deadlines related to the conveyance of the park lot to the City, and the Developer also sought and received approval for modification for certain stormwater facilities located in the northern portion of the development, both of which necessitated an amendment to the Development Contract; and

WHEREAS, City and Developer previously entered into that Amendment No. 1 to Development Contract for Plat of Peltier Reserve which extended the deadlines for certain Developer actions and addressed certain matters raised by the stormwater facility modifications; and

WHEREAS, all actions required to occur prior to conveyance of the park lot and stormwater pond expansion lots to the City have not occurred; and

WHEREAS, due to the reconfigured stormwater facilities on the northern end of the development, additional actions by City and Developer are required prior to the conveyance of the Stormwater Pond Expansion Lots to the City; and

WHEREAS, the Development Contract between the City and the Developer provides that it may be modified by written agreement of the City and Developer and Developer and City wish to amend the Development Contract and Amendment No. 1 to the Development Contract with respect to the items identified above in order to move forward with conveyance of the park parcel to the City and address the changes needed to the stormwater facilities on the northern end of the plat.

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

1. Amendment Number 2 to the Development Contract for Plat of Peltier Reserve is hereby approved, subject to modifications approved by the City Attorney.
2. The Mayor and City Clerk are authorized to execute the attached Amendment Number 2 to the Development Contract, and the appropriate City officials and staff and City Attorney are authorized to execute any and all documents and take such

other steps as may be necessary to effectuate the actions approved in Amendment No. 1 and Amendment No. 2 to the Development Contract.

3. Staff are authorized to record Amendment No. 2 with the Dakota County Recorder.

Passed this 10th day of April, 2023.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

AMENDMENT NO. 2
TO DEVELOPMENT CONTRACT FOR PLAT OF PELTIER RESERVE

THIS AMENDMENT NO. 2 TO DEVELOPMENT CONTRACT FOR PLAT OF PELTIER RESERVE (Amendment No. 2) is made, entered into and effective this _____ day of _____, 2023, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Builders Lot Group, LLC, a Minnesota limited liability company (hereafter referred to as Developer). 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. All terms defined in the Development Contract for Plat of Peltier Reserve and Amendment No. 1 to Development Contract for Plat of Peltier Reserve shall have the meanings ascribed to them in those documents.
- 1.2 **Amendment No. 1 to Development Contract for Plat of Peltier Reserve.** Amendment No. 1 to Development Contract means that certain Amendment No. 1 to Development Contract for Plat of Peltier Reserve executed by the City and Developer and recorded on February 14, 2023 as Document No. 3577130 with the Office of the Dakota County Recorder.
- 1.3 **City.** City means the City of Inver Grove Heights, a Minnesota municipal corporation.
- 1.4 **Developer.** Developer means Builders Lot Group, LLC, a Minnesota limited liability company and its successors and assigns.
- 1.5 **Development Contract for Plat of Peltier Reserve or Development Contract.** Development Contract for Plat of Peltier Reserve or Development Contract means that certain Development Contract for Plat of Peltier Reserve dated October 25, 2021, and recorded November 17, 2021, as Document No. 3506029 with the Dakota County Recorder.

- 1.6 **Park Parcel.** Park Parcel means OUTLOT L, Peltier Reserve, replatted as Lot 1, Block 1, Peltier Reserve Second Addition, which plat was recorded February 14, 2023, as Document No. 3577131 with the Dakota County Recorder.
- 1.7 **Parties.** Parties means the Developer and the City, and their successors and assigns.

ARTICLE 2 **RECITALS**

Recital No. 1. City and Developer, as defined in this Amendment No. 2, are the same entities respectively, as the City and Developer identified and defined in the Development Contract and Amendment No. 1 to Development Contract for Plat of Peltier Reserve.

Recital No. 2. By this Amendment No. 2, the Parties desire to amend various provisions of the Development Contract and Amendment No. 1 to Development Contract for Plat of Peltier Reserve.

Recital No. 3. Developer hereby warrants and represents that all Developer Warranties found in the Development Contract and Amendment No. 1 to Development Contract for Plat of Peltier Reserve remain in full force and effect and that it has the right and authority to enter into this Amendment No. 2.

ARTICLE 3 **AMENDMENT**

3.1 Amendment. Notwithstanding anything to the contrary contained in the Development Contract as amended by the Amendment No. 1 to Development Contract for Plat of Peltier Reserve, the Parties agree that said Development Contract and Amendment No. 1 to Development Contract for Plat of Peltier Reserve shall be amended as follows:

3.1.1 Park Parcel Conveyance Matters. The first paragraph of Exhibit E, Section 11(A) of the Development Contract shall be modified in part to provide that DEVELOPER, has caused OUTLOT L to be replatted into a Lot, to wit: Lot 1, Block 1, Peltier Reserve Second Addition, and it shall, at DEVELOPER'S sole expense, convey said lot to the City via warranty deed on or before April 15, 2023. Said warranty deed shall contain non-merger language providing that DEVELOPERS' obligations concerning the real property described therein, including without limitation its obligations to improve said property (including but not limited to tree removal, grading, retaining wall construction and repair, etc.) as provided for in that certain Development Contract for Plat of Peltier Reserve dated October 25, 2021, and recorded November 17, 2021, as Document No. 3506029 with the Dakota County Recorder, and as amended by that certain Amendment Number 1 to the Development Contract dated November 28, 2022 and recorded February 14, 2023, as Document No. 3577130 with the Dakota County Recorder, shall survive that conveyance, and not be merged into said Deed.

The remaining provisions of Exhibit E, Section 11(A) of the Development Contract, to the extent amended by Amendment No. 1 to Development Contract, shall in all other respects

remain unmodified.

3.2 Execution of Additional Necessary Documents. The Parties agree that they will execute such additional agreements or amendments to existing agreements between the Parties as may be required by the City to effectuate the intent of this Amendment No. 2.

3.3 Continuing Effect. Except as identified herein, all the other terms, provisions and conditions contained in the Development Contract and Amendment Number 1 to the Development Contract shall remain in full force and effect and are not modified except as specifically amended herein.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment No. 2 shall run with the property within the Plat and shall be binding upon the Parties and the successors and assigns of the Parties.

4.2 Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.3 Counterparts. This Amendment No. 2 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.

4.4 Indemnification. In addition to the indemnification provisions found in the Development Contract, Developer shall indemnify, defend and hold City harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Park Parcel by Developer, its agents, employees or contractors in the course of completing the Developer Improvements as well as all work occurring on the Park Parcel (including but not limited to tree removal, grading, retaining wall construction and repair, etc.) required by the Development Contract, Amendment No. 1 to Development Contract for Plat of Peltier Reserve, and this Amendment No. 2.

4.5 Insurance. In addition to the insurance requirements found in the Development Contract, until the Developer Improvements and all work occurring on the Park Parcel have been completed on the Park Parcel (including but not limited to tree removal, grading, retaining wall construction and repair, etc.) Developer shall maintain commercial general liability insurance coverage on an "occurrence" basis endorsed to (i) include hazards of operations including explosion, collapse, and underground coverage, independent contractor coverage, broad form property damage liability coverage, products/completed operations coverage, and contractual liability coverage and (ii) name City as an additional insured, in the amounts set forth in Minn. Stat. § 466.04. Developer shall furnish City with a certificate of insurance evidencing that the required insurance is in full force and effect and naming City as an additional insured. If such insurance is cancelled or coverage modified for any reason, Developer must notify City by written

notification 30 days prior to the cancellation or modification thereof.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City, Developer and Association have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin L. Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2023 before me a Notary Public within and for said County, personally appeared Melvin L. Moore and Steven Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin L. Moore and Steven Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

This Instrument Was Drafted By:

Bridget Nason
Levander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121
(651) 451-1831

After Recording Return This Instrument To:

Bridget Nason
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121
(651)451-1831

Request for Council Action

SUBJECT: **Resolution to Approve 2023 Central Equipment Budget Adjustment for Purchase of a Replacement Paver**

MEETING DATE: April 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
Barry Underdahl, Street Superintendent, 651.450.2556

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a 2023 budget adjustment to the Central Equipment Fund for the purchase of a replacement paver.

BACKGROUND

As part of the 2021 budget process, the Council approved the purchase of a replacement paver for the Street Maintenance Division, to be funded by the Central Equipment Fund. The approved budget at that time was \$75,924, which assumed a trade-in value for the City's existing 2011 paver.

Staff was seeking to purchase a slightly-used paver and, unfortunately, the paver originally identified was sold prior to Council approval. As a result, staff have been working to procure an alternative paver within this budget since that time, carrying forward the approved budget amount from year to year.

Another used paver has now been identified, and the updated quote for this 2019 model, combined with a lower trade-in value for our existing paver which has two more years of use than it did when this process began, yields a net price of \$97,350. This is \$21,426 more than the originally approved budget from 2021.

As the City's paver is primarily utilized for pavement maintenance activities, staff recommend the utilization of savings incurred in the Pavement Management - Local Roads fund following bidding of the 2023 Pavement Management Initiative projects. The total savings realized for Pavement Management Initiative projects to-date in 2023 is \$1,200,000. The use of \$21,426 of these savings to close the gap on the paver purchase represents an expenditure of just 1.7% of the total savings in the Pavement Management - Local Roads Fund (Fund 440).

FISCAL IMPACT

Adjusting the 2023 Central Equipment budget approves the spending of this money for the explicit use of a replacement paver. If not approved, the City would overspend the Central Equipment budget for 2023 by purchasing this paver, or may not be able to purchase the paver as quoted.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution to Amend 2023 Central Equipment Budget

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A 2023 BUDGET AMENDMENT FOR THE PURCHASE
OF A REPLACEMENT PAVER**

WHEREAS, the Public Works Department has been attempting to purchase a replacement paver since 2021; and

WHEREAS, staff have been unable to procure a used paver during 2021 and 2022 budget cycles and the dollars, in the amount of \$75,924, which were saved for that purchase have been carried forward in those years and reside in the 2023 budget; and

WHEREAS, staff have found a used paver for 2023 in the amount of \$97,350, which exceeds the 2023 budget by \$21,426 ; and

WHEREAS, the replacement of this public works equipment is vital to the city's pavement management program; and

WHEREAS, 2023 Pavement Management projects have produced sufficient savings to cover any budgetary differences on this purchase.

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

- 1) The Council hereby amends the 2023 Central Equipment budget by \$21,426 to cover the additional funds needed to purchase a replacement paver; and
- 2) That \$21,426 be transferred from Pavement Management to Central Equipment to cover this cost differences.

Adopted by the City Council of the City Inver Grove Heights, MN on April 10, 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Rental Housing Licenses**MEETING DATE:** April 10, 2023**ITEM TYPE:** Regular Business**CONTACT:** Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED

The Council is asked to approve the rental housing licenses listed below.

BACKGROUND

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

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
8812 Brunswick Path	Sickel Properties LLC Lakeville, MN	Chris Sickel Lakeville, MN
8852 Brunswick Path	David Rust & Angela Kermes St. Paul, MN	David Rust St. Paul, MN
3794 Upper 73rd St E	Metzen Enterprises LLC Cottage Grove, MN	Travis Metzen Cottage Grove, MN
8830 Branson Dr	Baorang Li St. Paul, MN	Baorang Li St. Paul, MN
8865 Brunswick Path	Tara Olson Minneapolis, MN	Tara Olson Minneapolis, MN

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Variance for the Size of an Accessory Structure at 2421 105th Street East**

MEETING DATE: April 10, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider a Variance to allow a 4,050 square foot accessory building, whereas 2,400 square feet is the maximum size allowed for the property located at 2421 105th Street East (Santema - Case No. 23-06V).

-Requires a 3/5th's vote

-60-day deadline: April 22, 2023

BACKGROUND

The applicant's property is 5.13 acres in size. The lot consists of a single-family home with an attached garage and an old 160 square foot milkhouse on the property. The property also has a couple of temporary structures that will be removed this summer. The applicant is requesting a Variance to construct a detached accessory building 4,050 square feet in size, whereas 2,400 gross square feet is the maximum size allowed. The proposed accessory building would comply with impervious surface requirements and would be located at least 60 feet from the closest property line, complying with setback requirements.

Regulations on gross square footage and the number of accessory structures were created to regulate the massing of structures on larger lots. The City recognizes that larger structures may be appropriate on rural residential lots. The City Council reviewed and modified the size requirements for accessory structures in 2021, when the maximum size allowance was increased for lots 3.4 to 5 acres in size. Staff considers the direction for the City to limit the size of accessory structures to prevent over developing of lots with accessory buildings. Staff believes the request for additional square footage to be a convenience to the applicant and not a practical difficulty.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Planning staff: Staff recommends denial of the Variance request. Approval could set a precedent for other requests to exceed the maximum size of accessory buildings allowed on rural residential property. Staff believes the facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a Variance.

Planning Commission: At the March 21, 2023, public hearing, the applicant was present. No neighbors testified at the hearing. On a 6-0 vote, the Planning Commission recommended denial of the request based on the current code language and the lack of practical difficulty on the lot to support granting a Variance.

ATTACHMENTS

1. Resolution of Denial
2. Resolution of Approval
3. Planning Commission Recommendation
4. Planning Report

Denial variance

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO EXCEED THE 2,400 MAXIMUM GROSS SQUARE FEET ALLOWED FOR ACCESSORY STRUCTURES ON LOTS GREATER THAN FIVE ACRES

CASE NO. 23-06V
Santema

Property located at 2421 105th Street and legally described as follows:

LOT 7, BLOCK 3, WOODLAND ESTATES, DAKOTA COUNTY, MN

WHEREAS, the applicant is requesting a variance to construct an accessory building 4,050 square feet in size whereas 2,400 is the maximum size allowed;

WHEREAS, the afore described property is zoned A, Agricultural;

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 March 21, 2023 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. Denying the variance request does not preclude the applicant from reasonable use of the residential property as the site has an attached garage and allowed a 2,400 gross square foot detached structure.
2. The City limits the size of structures to control the massing, bulk and over developing of lots with accessory buildings. Approval of the variance could

- set a precedent for the size of accessory buildings on lots larger than five (5) acres.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a size variance. Allowing additional gross square footage of accessory structure space appears to be a convenience to the landowner and not dictated by unique circumstances of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 4,050 square foot detached accessory structure is hereby denied.

Adopted by the City Council of Inver Grove Heights this 10th day of April, 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Approval variance

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO EXCEED THE 2,400 GROSS SQUARE FEET
MAXIMUM ALLOWED FOR ACCESSORY STRUCTURES ON LOTS GREATER THAN FIVE
ACRES**

**CASE NO. 23-06V
Santema**

Property located at 2421 105th Street and legally described as follows:

LOT 7, BLOCK 3, WOODLAND ESTATES, DAKOTA COUNTY, MN

WHEREAS, the applicant is requesting a variance to construct a 4,050 square foot accessory building whereas 2,400 gross square feet is the maximum size allowed;

WHEREAS, the afore described property is zoned A, Agricultural;

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 March 21, 2023 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 4,050 square foot detached accessory structure 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.
2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
3. A grading/erosion control plan shall be required at the time of the building permit application.

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 10th day of April, 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

DRAFT

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 21, 2023

SUBJECT: Consider a request by Michael Santema, 2421 105th Street East, for a Variance to exceed the maximum size of an accessory structure allowed on a residential property. (23-06V)

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for Santema, Case #23-06V, for property located at 2421 105th Street East, identified as PID#20-84775-03-070. The request consists of a Variance to construct a 4,050 square foot detached accessory building and to allow more than one detached accessory building on the property. Notices were mailed to seven (7) property owners on March 2, 2023.

Presentation of Request

Associate Planner Heather Botten discussed the property located on the east side of Barnes Avenue, north of 105th Street, zoned Agricultural. The property is 5.13 acres in size. The lot consists of a single family home with an attached garage and an old 160 square foot milkhouse on the property. A large wetland intersects the property. Because it is not DNR protected wetland, the land underneath it can be included toward the size of the lot when looking at the buildable area. The applicant requests a Variance to construct a detached accessory building, 4,050 square feet in size. Rural Residential properties greater than five acres are allowed to have a maximum of two detached accessory buildings with a gross square footage of 2,400 square feet. The applicant states the additional size is needed to store his own personal items. The accessory building would be located at least 60 feet to the closest property line, in compliance with setbacks and impervious surface requirements. All zoning requirements would be met with exception to the size. The city recognizes that larger structures may be appropriate with large lot residential areas. Regulations on gross square footage and the number were created to regulate the massing of structures on larger lots. The City Council reviewed and modified the size and number of accessory structures in 2021, when the size allowance was increased for lots 3.4 to 5 acres in size. Lots greater than 5 acres were not reviewed. Staff does not believe the Variance to allow the additional size to be consistent with the Zoning Ordinance and believes it may be considered a convenience to the applicant and not a practical difficulty. Staff recommends denial of the request with the rationale stated in the report. Staff has not heard from any surrounding property owners.

Chair Niemioja requested clarification on the 3-5 acre detached accessory building size and range.

Ms. Botten replied the total square footage allowed would be lot size multiplied by 480 square feet.

Commissioner Robertson asked what the maximum size would be for this property using that formula.

Commissioner Weber responded that it would be 2,467.20.

Commissioner Challeen noted the maximum size indicates greater than or equal to five acres. She does not believe anything should be calculated higher than 2,400.

Mike Santema, 2421 105th Street, said he has read and understands the report. He said he did have a practical difficulty; after 40 years he discovered that the pond is not a DNR wetland. The entire acreage can now be used. The pond cuts him off from the backside of the property.

Commissioner Robertson shared that she viewed the property from the street today and noticed a very large non-permanent structure.

Mr. Santema replied it is a poly tarp with a dirt floor.

Commissioner Robertson asked if there was another building close to it.

Mr. Santema replied he has two of the poly tarps, he also has the old milkhouse that is over 100 years old.

Commissioner Robertson asked what the plans were for the poly tarp buildings with dirt floor. She questioned if the building proposed would be located on the exact spot.

Mr. Santema replied those would be removed and not used again. They only last three years before needing to be retarped. The tarps are 20 feet long and 10 feet long. The new building would start about the center of the longer one going backwards. He would stop at the 60-foot setback.

Commissioner Robertson asked how high the building would be and if it would be single-story.

Mr. Santema replied for now it would be 14 feet, he is contemplating going 16 feet. There is currently a motorhome sitting there. All that is visible is the top air conditioners due to the property elevation. All that would be seen from the road would approximately 4 feet of the building.

Commissioner Robertson asked for the length and width of the proposed building.

Mr. Santema replied that it would be 54 feet wide, 75 feet long, and 4,050 square feet.

Commissioner Heidenreich asked if the motorhome would be parked outside the new structure. He had noticed a couple of motorhomes there. He questioned if the other vehicles would go into the building. He also noticed a new sawmill.

Mr. Santema replied the motorhome would be sold. He has another motorhome for parts. After taking out the parts needed, he would junk it. The other vehicles are collector items that would

go into the building. He addressed the sawmill stating he has eight large oak trees that died, and he would be cutting them up.

Commissioner Heidenreich mentioned there was an additional garden shed next to the driveway and asked if that would be retained.

Mr. Santema replied that is his wife's she shed. She is a master gardener and wants to move into the new shed. His living room and dining room are where she propagates plants.

Commissioner Robertson asked what the size of the gardening shed was.

Mr. Santema responded it is 8x8 without footings, on blocks.

Chair Niemioja asked if there was a concrete slab anywhere on the property this structure would go on.

Mr. Santema replied there is concrete on the neighbor's property.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Chair Niemioja said she liked the idea of cleaning up the area.

Commissioner Weber asked when the large building on the property to the south was built. He said he felt it may be close to the same size as the building under discussion.

Ms. Botten agreed it was close to the same size but could not recall when it was built. It was built as an agricultural building.

Commissioner Weber questioned if this could be called an agricultural building the applicant's wife would propagate flowers in.

Ms. Botten replied that does not qualify as an agricultural use. If it is a building primarily being used for agricultural uses, it is exempt from size restrictions.

Commissioner Heidenreich questioned if there was a window on the south side that would let plants grow, if it would be an agricultural building.

Ms. Botten replied the primary use of the building would not be for agricultural uses.

Commissioner Weber mentioned he knows the neighborhood well, there are multiple large buildings. He asked what their definition of agricultural uses was.

Ms. Botten replied that city code has a definition but generally uses would be primarily for hay, animals, tractor(s), etc.

Commissioner Challeen said she did not believe they could come up with a practical difficulty that would work. She said she sees the benefits of having one when driving by the property. Aesthetically it wouldn't be a detractor to make this change. She was unsure what the Planning Commission does with a situation like this.

Chair Niemioja said she did not believe it was within the Commission's power to avoid the practical difficulty issue. She stated that a motion could be made with a recommendation to the point made by Commissioner Challeen. She mentioned she looked through her notes for a practical difficulty on going over in size and found it has been due to pre-existing slab square footage. She was unable to find a practical difficulty in this situation.

Commissioner Robertson shared having visited the site as it exists now, the building proposed would be equal to or larger than what is already there with the tarp buildings. She found the proposed size to be an overwhelming presence on the lot given its location relative to the house and size of the house. She finds it difficult to double what is allowable in size. It is far in excess of what the City Council established a few years ago.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Heidenreich, to deny the request by Michael Santema, 2421 105th Street East, (23-06V), for a variance to exceed 4,000 square feet, well over the maximum size allowed for an accessory structure on a residential property.

Motion carried (6/0). This item will go before the City Council on April 10, 2023.



Planning Commission Report

MEETING DATE:	March 21, 2023
CASE NO:	23-06V
APPLICANT:	Michael Santema
PROPERTY OWNER:	Same as Applicant
REQUEST:	Variance to exceed the maximum size of an accessory building on a residential property.
LOCATION:	2421 105th Street
COMPREHENSIVE PLAN:	RDR, Rural Density Residential
ZONING:	A, Agricultural
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- A Variance from City Code Sections 10-7-2.B and 10-15-18 to allow an accessory structure 4,050 square feet in size whereas 2,400 square feet in size is the maximum allowed.

BACKGROUND

The applicant's property is 5.13 acres in size. The lot consists of a single-family home with an attached two-car garage and a 160 square foot detached accessory structure (old milkhouse). There is a large wetland located in the middle of the applicant's property. This is not a DNR protected wetland, therefore the land that encompasses the wetland may be counted towards the total lot size and buildable area. The applicant's narrative reflects the lot size as if the wetland was protected. It was determined after the application was made that there is a drainage and utility easement over the wetland, but it is not a DNR wetland.

The applicant is requesting a Variance to construct a detached accessory structure 4,050 square feet in size. Rural residential property, greater than five acres in size, would be allowed a maximum of two detached accessory buildings up to 2,400 **gross** square feet total.

The applicant has stated that the proposed structure is needed to store his own personal items. The accessory building would be in compliance with other zoning code requirements such as setbacks and impervious surface standards.

EVALUATION OF REQUEST

The following Land Uses, Zoning Districts, and Comprehensive Plan designations surround the property:

- Single-family Residential; zoned A, Agricultural; guided RDR, Rural Density Residential.

Engineering: Engineering has reviewed the request and takes no exception to the Variance.

Variance Review

City Code Title 10, Chapter 3. Variances, states that the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested Variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The City recognizes that within the large lot rural residential portions of the city, larger accessory structures can be appropriate. The regulations on gross square footage and total number of accessory buildings were designed to limit the massing of structures in the rural areas of the city. The City Council has reviewed and modified the allowed size and number of accessory structures over the years, most recently increasing the size allowance on lots from 3.4 acres – 5 acres in size. Staff does not believe the Variance to allow additional square footage to be consistent with, or in harmony with the Zoning Ordinance.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

The proposed structure would be located about 60 feet from the closest property line to the west, complying with setback requirements. There is an attached garage to the house. Staff believes the proposed size of the accessory structure to be contrary to the intent of the Zoning Ordinance and may set a precedent for other large accessory buildings on lots greater than five acres.

3. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The property is 5.13 acres in size. Based on lot size and zoning, the property is allowed two detached accessory buildings up to 2,400 gross square feet in size. The request for an additional square footage may be considered a convenience to the applicant, not a practical difficulty.

4. The Variance will not alter the essential character of the locality.

The properties surrounding the applicants are generally five acres in size. Due to the size of the lots, existing vegetation, and location and size of neighboring structures, the proposed structure does not necessarily appear to alter the character of 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 the request.

ALTERNATIVES

A. Approval: If the Planning Commission finds the request to be acceptable, the Commission should recommend approval of the request(s) with at least the following conditions:

- Approval of a Variance to allow an accessory structure 4,050 square feet in size whereas 2,400 gross square feet is the maximum size allowed on the property subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
 3. A grading/erosion control plan shall be required at the time of the building permit application.

Practical difficulty: To Be Stated.

B. Denial: If the Planning Commission does not favor the proposed request(s), it should be recommended for denial, which could be based on the following rationale:

1. Denying the Variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the Variance could set a precedent for other accessory building size Variances on large lot residential property.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a Variance. The lot size is over 5 acres in size, there is an attached garage and are allowed a maximum of two accessory structures up to 2,400 gross square feet total in size.

RECOMMENDATION

Based on the information in the preceding report and the reasons listed in Alternative B, staff does not believe there is sufficient rationale to support the Variance criteria and therefore recommends denial of the Variance request as proposed.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan
4. Aerial Photo



2421 105th Street Case No. 23-06V



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.
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Exhibit A Zoning and Location Map

Map not to scale

my Wife & I are Requesting a Variance on a Pole Barn we would like to put up. The Existing Allowance is 1,632sq ft, We are Seeking a Variance for a 4,050sqft Building, a Bldg large enough for our Hobbies & Antique Vehicles to fit in & Be out of the Weather year round, This building will Not be used for a Business or for Storage, it will be used as a working Hobby Shop, partial AG-Gardening, The Wife is a master Gardener, And propagates Plants & Seeds, for her garden Club to Sell & Use Themselves..

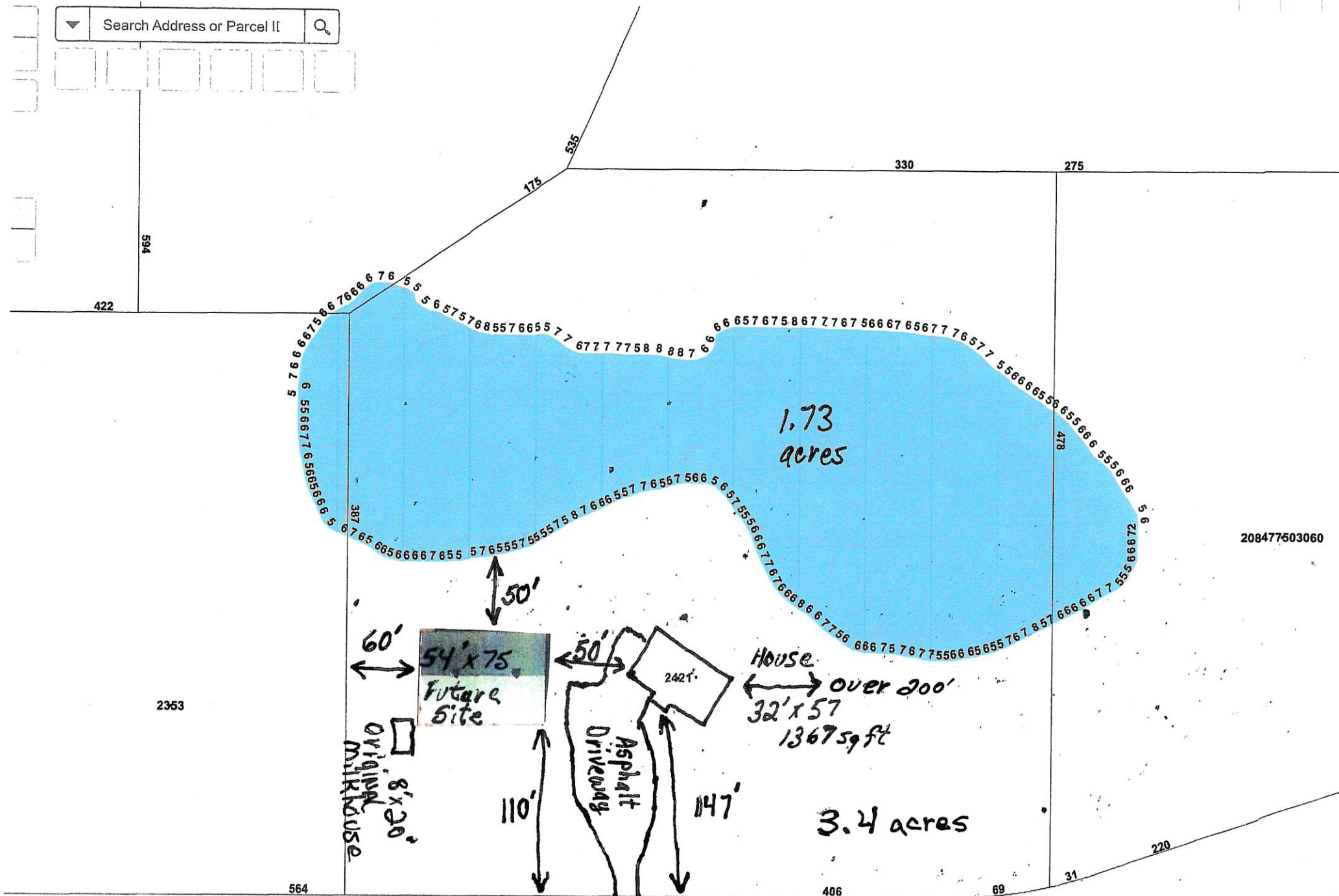
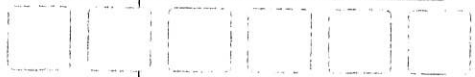
I have a small Collection of Antique Vehicles that require lots of maintenance to keep running AND deteriorate quickly when left Outside, And I also have a Woodworking hobby with many tools & Equipment... c

We have a Practical Difficulty with a Pond that Cuts across our property, 1.73 acres, Leaving 3.4 acres to build on... We feel that a 4,050sq ft Bldg with adequate Set-backs will fit in the Bldg site we have Chosen

The Variance will not be detrimental to the neighborhood

10/1/18

The neighbors already have Polesheds
as big or Bigger than what I want.
Its a Quality Bldg, MADE by a
Quality Company!





Future
Site

Request for Council Action

SUBJECT: Request for Short Term Mining Operation

MEETING DATE: April 10, 2023

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to consider the attached Resolution, waiving certain requirements of the Sand and Gravel Overlay District to allow a short-term mining operation by Land Alteration Permit to support construction of the 70th Street/Argenta Trail county road project (S.M. Hentges - Case No. 23-04M).

BACKGROUND

The applicant is the general contractor for Dakota County on the CSAH 26/63 road improvement project (Argenta Trail and 70th Street). There are some sand deposits on the property just north of the road project that they would like to mine and use in construction of the remaining segments of 70th Street/ Co Rd. 26.

The road construction project is to be completed by October 31, 2023. If approved, the sand excavation would begin sometime in May/June and would be completed no later than September 30, 2023. No crushing of material is proposed with this excavation.

Normally, a sand excavation/mining operation would be conducted through the regulations of Title 10, Chapter 13, Article G, which requires a temporary Sand & Gravel zoning overlay with specific performance standards such as setbacks from property lines, fencing, berming and screening. Most sand and gravel operations are conducted over a period of years and remove vast amounts of sand from a site and therefore reasonably warrant the investment of time to apply for a rezoning, plus various mitigation measures.

However, there is also a provision in the sand and gravel section that provides for short-term mining operations. This allows the Council to waive parts of the Sand and Gravel section and only require an Excavation Permit. The relevant Code language is as follows:

10-13G-6.E. Short Term Operations: *The council may waive any part of this article, or its entirety, and only require an Excavation Permit for sand and gravel mining operations to be conducted over a very short period of time. This shall include, but not be limited to, mining deposits for the sole purpose of construction of a public highway.*

If the Council approves this request, the applicant's next step would be to apply for an Excavation / Land Alteration Permit. Since it is anticipated that more than 10,000 cubic yards of material will be disrupted by the activity, the Land Alteration Permit would go before the City's Environmental Advisory Commission for review and the Commission will make a recommendation to the Council as

to whether or not the Permit should be approved. Therefore this item would appear on a future Council meeting for final approval of the permit.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission reviewed the request on March 7 and recommended that the proposed sand excavation fits the criteria under the Short Term Operations provision of the code (5-0).

Staff also believes the request satisfies the conditions to be determined a Short Term Operation and therefore recommends approval of the attached Resolution.

ATTACHMENTS

1. Short Term Operations Resolution

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

RESOLUTION NO. _____

RESOLUTION WAIVING CERTAIN REQUIREMENTS OF CITY CODE TITLE 10, CHAPTER 13, TITLE G AND ALLOWING SHORT TERM SAND AND GRAVEL MINING OPERATION PURSUANT TO AN EXCAVATION PERMIT

**CASE NO. 23-04M
(S.M. Hentges & Sons)**

WHEREAS, the mining of sand and gravel is regulated under Inver Grove Heights City Code Title 10, Chapter 13, Article G, Sand and Gravel Overlay District; and

WHEREAS, sand and gravel mining is generally allowed only in a sand and gravel overlay district; and

WHEREAS, in recognition of the fact that rezoning property to a sand and gravel overlay district is overly burdensome and disproportionate where the excavation and mining of sand will occur over a very short period of time, City Code Section 10-13G-6(E) authorizes the City Council to waive any and all requirements of Article G and allow short-term sand and gravel mining operations, including mining deposits for the sole purpose of construction of a public highway, pursuant to an excavation permit; and

WHEREAS, the City has received an application from S.M. Hentges & Sons to waive certain provisions of City Code Title 10, Chapter 13, Article G in order to conduct a short-term sand and gravel mining operation on the properties addressed 1165 and 1285 70th Street (PID Nos. 20-00600-78-012 and 20-28500-01-020) (the "Property") to be used for the Dakota County road construction project involving CSAH 26 & CSAH 63 without first rezoning the property to the sand and gravel overlay district;

WHEREAS, Section 10-13G-6(E) of the City Code allows the Council to waive any of the provisions of Article G for a very short term mining operation, including short term mining operations conducted for the purpose of construction of a public road construction project and to only require an excavation permit;

WHEREAS, the applicant is requesting the following standard requirements found in Article G for mining operations to be waived:

- Mining being closer than 300 feet to a house on the property and 75 feet to the road.
- Screening and fencing for any temporary stockpiled material or topsoil.
- The size of the operation would be less than 20 acres.
- No landscaping is planned for any setback area.
- Work would only be in summer months. No lighting is planned.

WHEREAS, the Planning Commission reviewed the request on March 7, 2023 and recommended the council approve the Applicant's request to conduct a short-term sand and gravel mining operation;

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

1. The request of the Applicant to waive the requirements in Article G to rezone the Property to the Sand and Gravel Overlay District, along with the requirements found in Article G related to:
 - a. Location of mining in relation to an existing house on the Property and adjacent roadway; and
 - b. Screening and fencing for temporary stockpiled material or topsoil; and
 - c. The minimum required property size for the mining operation; and
 - d. Lighting; and
 - e. Landscaping requirements for setback areas.is hereby approved.
2. The Applicant is required to apply for and obtain an excavation permit for the proposed short-term sand and gravel mining operation before any mining may occur.
3. The mining operation shall last no longer than 6 months, and no extension of the excavation permit may be granted.
4. No crushing of rock or gravel may occur on the Property.
5. The Council, as a condition of its approval of the waiver of certain provisions of Article G outlined in paragraph 1 above and as a condition of any Council approval of an excavation permit for the Property, may impose any conditions and requirements reasonably necessary to protect the public health, safety and welfare, including requiring compliance by the Applicant with any other relevant provisions found in Title 10, Chapter 13, Article G and those found in Title 9, Chapter 4.

Adopted by the City Council of Inver Grove Heights on this _____ day of _____, 2023.

Ayes:

Nays:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **First Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions**

MEETING DATE: April 10, 2023

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554
 Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to consider the first reading of an ordinance amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions.

BACKGROUND

Title 11 of the Inver Grove Heights City Code establishes subdivision regulations for the City. The purposes of these subdivision regulations include:

- A. Safeguarding the best interests of the public, the homeowner, the subdivider, and the investor;
- B. Encouraging well planned subdivisions by the establishment of adequate standards for design and construction; and
- C. In order that new subdivisions will be integrated in the general plans of the city, thereby contributing toward an attractive, orderly, stable and wholesome community environment with adequate municipal services and safe streets.

In order to achieve these purposes, in certain instances, an application for subdivision may not be ripe for approval. To best protect the City's interests and ensure development occurs in an orderly manner, it is recommended that the City Council consider an ordinance adding clear criteria and grounds for determination that a subdivision is premature. The attached ordinance amends the City's subdivision ordinance to add specific grounds for determining that an application for subdivision is premature, and further clarifies that if a subdivision is premature, the subdivision application may not be approved.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the first reading of the attached Ordinance, amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions.

ATTACHMENTS

1. Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 11,
CHAPTER 1, ADDING SUBDIVISION 8 PROHIBITING PREMATURE SUBDIVISIONS**

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

Section One. Amendment. Title 11, Chapter 1 of the Inver Grove Heights City Code is hereby amended to add Subdivision 8 (11-1-8) as follows:

11-1-8: PREMATURE SUBDIVISION PROHIBITED:

A. Any proposed subdivision deemed premature for development may not be approved by the City Council. The burden of proof shall be on the subdivider to demonstrate to the City Council that the proposed subdivision is not premature. A subdivision may be deemed premature if any of the following conditions exist:

1. Inconsistent with the Comprehensive Plan. A proposed subdivision may be deemed premature if it is inconsistent with the goals, policies, phasing or other requirements of the Comprehensive Plan. Application for a Comprehensive Plan Amendment may be made concurrently with an application for subdivision approval; however, a subdivision application will not be considered for approval by the City Council until and unless any necessary Comprehensive Plan Amendment is approved by the City Council.

2. Inconsistent with the Capital Improvement Plan. A proposed subdivision may be deemed premature if it is inconsistent with the City's Capital Improvement Plan if public improvements, facilities, or services necessary to accommodate the proposed subdivision would not be completed within two (2) years of the date of application unless otherwise extended by the City Council.

3. Lack of Adequate Water Supply. Unless guided as Rural Residential by the Comprehensive Plan, a proposed subdivision may be deemed premature if municipal water is not available to adequately serve the proposed subdivision. Available and adequate service shall mean existing or readily extended; capable of meeting the demands for pressure, fire flow, and system head loss for the subdivision proposed without adverse impacts to the City's existing water supply system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. If guided as Rural Residential by the Comprehensive Plan, a proposed subdivision shall be deemed premature if a private well(s) cannot be suitably located and permitted to adequately serve the proposed subdivision.

4. Lack of Adequate Waste Disposal System. Unless guided as Rural Residential by the Comprehensive Plan, a proposed subdivision may be deemed premature if the municipal sanitary sewer is not available to adequately serve the proposed subdivision. Available and adequate service shall mean existing or readily extended; capable of meeting the demands for capacity for the subdivision proposed without adverse impacts to the City's existing sanitary sewer system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. If guided as Rural Residential by the Comprehensive Plan, a proposed subdivision shall be deemed premature if a private subsurface sewage treatment system cannot be suitably located and permitted to adequately serve the proposed subdivision.

5. Lack of Adequate Streets. A proposed subdivision may be deemed premature if streets to serve the proposed subdivision are not available. Available shall mean existing or readily extended; capable of meeting the demands for traffic without adverse impacts to the existing public roadway network; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. In addition, a proposed subdivision may be deemed premature if the traffic volume generated by the proposed subdivision would create a hazard to public safety and general welfare or create unacceptable levels of congestion on existing or proposed streets as determined by the City Engineer.

6. Lack of Adequate Drainage. A proposed subdivision may be deemed premature if municipal or private surface water management facilities are not available to adequately meet minimum local, watershed and state treatment requirements including downstream infrastructure to management stormwater. Available and adequate service shall mean existing or readily constructed; capable of meeting the demands for flow capacity and flood protection for the subdivision proposed without adverse impacts to the City's existing storm sewer system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. In addition, a proposed subdivision may be deemed premature where flood plains, poor soils or steep slopes exist in such a manner as to preclude adequate site drainage or treatment of surface water runoff.

7. Inconsistent with State Environmental Review. A proposed subdivision may be deemed premature if it is inconsistent with the rules and policies of the Minnesota Environmental Quality Board, as may be amended.

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

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2023.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **First Reading of Ordinance Amending City Code to Allow Police Cadets to Issue Certain Citations**

MEETING DATE: April 10, 2023

ITEM TYPE: Regular Business

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to consider the first reading of the attached ordinance, amending Title 1, Chapter 4, Section 4 and Title 7, Chapter 5, Section 1 of the City Code, to authorize Police Cadets to issue citations for certain violations of state statute and the City Code.

BACKGROUND

The City Code currently authorizes various city employees, including police officers and community service officers, to issue citations for violations of certain state statutes and provisions of the City Code.

In recent years, the Police Department has replaced the position of Community Service Officers with Police Cadets, who are part-time, uniformed employees of the City.

To assist the Police Department with enforcement of city code and state statute provisions related to parking restrictions, expired vehicle registration on a parked car or abandoned vehicle, animal control and park regulations, the Police Department is seeking the ability to have Police Cadets issue citations for these types of violations. The attached ordinance would add Police Cadets to the list of city employees authorized to issue citations for various violations of the City Code and state statutes.

FISCAL IMPACT

n/a

RECOMMENDATION

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

ATTACHMENTS

1. Ordinance Amending City Code to Authorize Police Cadets to Issue Citations for Certain Violations of State Statutes and City Code Provisions

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1,
CHAPTER 4, SECTION 4, AND CITY CODE TITLE 7, CHAPTER 5, SECTION 1
TO ALLOW POLICE CADETS TO ISSUE CITATIONS FOR CERTAIN VIOLATIONS
OF STATE STATUTE AND THE CITY CODE**

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

Section One. Amendment. Inver Grove Heights City Code Title 1, Chapter 4, Subdivision 4 (1-4-4) is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

A. Licensed peace officers are hereby authorized to issue citations for violations of state law and for violations of this code.

B. Part time peace officers are hereby authorized to issue citations for violations of state law and for violations of this code.

C. Community service officers are hereby authorized to issue citations for violations of state law and violations of this code.

D. Police cadets are hereby authorized to issue citations for violations of state law and of this code related to parking restrictions, expired vehicle registration, animal control regulations, and park regulations.

ED. The electrical inspector, the plumbing inspector, the mechanical inspector, the building official, the fire chief, the fire marshal, and the fire inspectors are hereby authorized to issue citations for violations of the state building code, the state fire code, the city building code, the city fire code, the state plumbing code, the city plumbing code, the state electrical code, and the city electrical code. (1974 Code § 115.11; amd. 2008 Code)

FE. The code compliance specialist is hereby authorized to issue citations for violations of this code. (Ord. 1193, 7-27-2009)

GF. The weed inspector and deputy weed inspector are hereby authorized to issue citations for violation of those provisions of state law and this code that relate to control, elimination and prevention of weeds.

HG. The city forester is hereby authorized to issue citations for violations of those provisions of state law and this code that relate to control, elimination and prevention of tree and plant disease. (1974 Code § 115.11; amd. 2008 Code)

Section Two. Amendment. Inver Grove Heights City Code Title 7, Chapter 5, Subdivision 1 (7-5-1) is hereby amended to read as follows. The underlined text shows the language added to the code:

N. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this chapter. Violation of any provision of this chapter is

a misdemeanor and may be punished as provided in title 1, chapter 4 of this Code. Individuals who fail to comply with the rules and regulations in this chapter may be excluded from the use of the park where the violation occurred. The provisions of this chapter may be enforced by City authorized peace officers, officers of the Dakota County Sheriff's Office, community service officers, police cadets, and other authorized licensed peace officers.

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

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2023.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Authorization to Issue Request for Proposals for Insurance Agent Services

MEETING DATE: April 10, 2023

ITEM TYPE: Regular Business

CONTACT: Sam Hosszu, Assistant Finance Director, 651.450.2516
Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to approve the attached Resolution, authorizing the issuance of a Request for Proposals (RFP) for insurance agent services.

BACKGROUND

The City of Inver Grove Heights's insurance coverage for property/casualty (property, liability, automobiles) and workers' compensation is provided by the League of Minnesota Insurance Trust (LMCIT). The City has maintained these insurance coverages from LMCIT since 1985. The policy coverage period for property/casualty and workers' compensation runs from September 1 through August 31 annually. The next renewal date is scheduled for September 1, 2023.

The City also procures liquor liability insurance for Inver Wood Golf Course from Founders Insurance Company. That policy coverage period is an annual term and expires January 1, 2024.

As a condition of participating in the LMCIT property/casualty program, members must have an insurance agent. An agent provides advice and assistance in pulling together and reporting data needed for rating purposes, helps an organization manage its claims, assists with annual policy renewals, reviews coverage documents, and assists with safety and loss control activities, among other things. Members have the option not to use the services of an agent for the workers' compensation program, although most do.

In the past, the City of Inver Grove Heights has only utilized an agent for the property/casualty program and liquor liability renewal, but the proposed RFP allows for the potential add-on for services associated with the City's workers' compensation renewal as staff believe the additional support for that could prove beneficial.

The City's current agent of record is Arthur J. Gallagher (Gallagher). Gallagher has been the City's Agent since March of 2014, although the City does not have a current contract with Gallagher for these services. Staff have notified Gallagher of the City's intent to solicit proposals for insurance agent services via this RFP process.

Agent fees are negotiable. In the past, the City's agent fees were calculated as a percentage of the policy renewal amount. The proposed RFP changes this payment structure to a flat rate which staff believe is more appropriate, and consistent with the practices in many of our neighboring cities.

Staff's recommendation is to solicit insurance agent services for a three-year contract with the option to extend two additional years if the City is satisfied with those services. Based on research conducted with other cities, three to five years seems to be an average contract range.

FISCAL IMPACT

By periodically reviewing insurance agent services and soliciting competitive proposals via RFP, the City ensures continued competitiveness for this portion of the city's business.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution, authorizing the issuance of a Request for Proposals (RFP) for insurance agent services.

ATTACHMENTS

1. Resolution
2. Request for Proposals (RFP)

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ADVERTISEMENT OF REQUEST FOR PROPOSALS
FOR INSURANCE AGENT SERVICES**

WHEREAS, the City of Inver Grove Heights's insurance coverage for property/casualty and workers' compensation is provided by the League of Minnesota Cities Insurance Trust (LMCIT) and the City's insurance coverage for liquor liability is provided by Founders Insurance Company; and

WHEREAS, LMCIT requires member cities to utilize the services of an agent of record to assist and advise the city on matters related to property/casualty insurance coverage; and

WHEREAS, it is generally a good practice to review the agent relationship periodically and seek competitive bids for that portion of the city's business; and

WHEREAS, the City's current agent of record, Arthur J. Gallagher (Gallagher), has been the City's agent of record since March 2014; and

WHEREAS, city staff have prepared a Request for Proposals (RFP) to solicit insurance agent services to provide support for the property/casualty policy renewal and liquor liability policy renewal for a three-year period with the option to extend to five years and an option to include agent of record services for the city's workers' compensation policy renewals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby authorize advertisement of the Insurance Agent Services Request for Proposals.

Adopted this 10th day of April 2023 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Minnesota

Request for Proposals for Insurance Agent Services

For the period beginning with
September 1, 2023 Annual Renewal

Proposals are due to the City of Inver Grove Heights
4:00 p.m. Friday, April 28, 2023

City of Inver Grove Heights
Finance Department
8150 Barbara Ave
Inver Grove Heights, MN 55077
www.ighmn.gov

I. INTRODUCTION

A. General Information

The City of Inver Grove Heights's insurance coverage for property, liability, automobiles, and workers' compensation is provided by the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires member cities to utilize the services of an agent of record to assist and advise the city on matters related to insurance coverage.

The City currently procures liquor liability insurance for the City's municipal golf course from Founders Insurance Company. The policy coverage period is an annual term and expires January 1, 2024.

The City of Inver Grove Heights (City) invites written proposals from insurance brokers to act as the Agent of Record (Agent) on behalf of the City for Property/Casualty insurance and Liquor Liability insurance for a three (3) year period with the City's option to extend the term for up to two (2) additional years. The ideal firm should have extensive experience working with municipalities.

The City may act as its own agent for Workers' Compensation insurance; however, proposals may include Agent of Record services for Workers' Compensation insurance as an optional service.

The City will make its selection of an agent based on the insurance broker's qualifications, experience, services provided, references, and costs proposed to the City.

B. Scope of Services

Background

The City is requesting insurance consulting and brokerage services to serve as the City's agent of record (Agent) and to assist in the acquisition of property/casualty and worker's compensation insurance coverage, as well as liquor liability insurance. Agent consulting services must be provided for annual policy renewals on an as needed basis. The selected Agent(s) must provide a thorough renewal presentation each year with policy recommendations to include an analysis of available alternatives in consideration of the City's exposures. Agent services must also include insurance market research, policy endorsements, certificates of insurance and coverage consultation on City claims. Occasionally, Agent attendance at a Council Meeting may be necessary to discuss annual renewal information or when market conditions may warrant.

A copy of the City of Inver Grove Heights's LMCIT property/casualty insurance coverage for 2022/2023 is included as Appendix A for reference.

Agent Duties and Responsibilities

1. Assist with the completion of the LMCIT renewal forms using the data supplied by the City.
2. Advise and assist the City in evaluating and selecting coverage alternatives such as deductibles, limits, optional coverage, alternative coverage forms, etc. Advise the City on potential gaps or overlaps in coverage. Provide the City's Finance Director, or designee, with access to the agent's working files of City business upon request, at the City's convenience and discretion.
3. Review the LMCIT insurance policies for completeness and accuracy. Confirm the schedules have been updated for the new data supplied during the renewal process.
4. Provide the City with a recap of insurance costs and an explanation of premium increases for each renewal.
5. Provide explanations of insurance coverage, coverage options and make recommendations as requested.
6. Conduct quarterly review of open claims. Review claim reserves for appropriateness.
7. Assist the City in identifying risk exposures and developing appropriate strategies to address those exposures.
8. Assist as requested with safety and loss control activities.
9. Evaluate and advise the City on whether comparable insurance can be provided by someone other than the League of Minnesota Cities, including self-insurance.
10. Other usual functions expected of an agent and requested by the City such as, but not limited to, accurately amending policies, providing interpretation of coverage, policy maintenance, binders and certificates, timely delivery of policies and/or binders, providing unbiased recommendations, answering questions, and resolving issues.

C. Fees

The insurance agency shall indicate in its proposal the fee required to service the City's LMCIT insurance coverage and liquor liability during the following policy periods:

Initial 3-Year Contract

September 1, 2023 – August 31, 2024

September 1, 2024 – August 31, 2025

September 1, 2025 – August 31, 2026

Optional 2-Year Extension

September 1, 2026 – August 31, 2027

September 1, 2027 – August 31, 2028

The fees proposed for each period shall be listed on the form attached as Appendix B to this proposal. The fee proposed is in lieu of a commission. It is anticipated the Agent will be appointed for a minimum of a three-year period. An annual review process will be required with the understanding the City or Agent reserves the right to cancel the contract with a 30-day written notice.

D. Rights of Review

The City of Inver Grove Heights reserves the right to reject any or all proposals or to request additional information from any or all applicants as determined to be in the best interest of the City.

The City of Inver Grove Heights reserves the right, where it may serve the City of Inver Grove Heights's best interest, to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Following a review of the proposals, a recommendation for award will be made by the Finance Director to the City Council. A final decision for award of the work will be made by majority vote of the City Council.

The City of Inver Grove Heights reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the letter of engagement between the City of Inver Grove Heights and the firm selected.

E. Term of Engagement

A three-year engagement is contemplated, subject to annual review and renewal. Based on satisfactory performance, the concurrence of the City Council and the annual availability of an appropriation, the City may extend the agreement for up to two (2) additional years without solicitations from other firms. In the event of unsatisfactory performance, or when in the best interest of the City, proposals may be solicited before the end of the three-year period.

The agreement between the City of Inver Grove Heights and the Agent shall be in the form of a written contract prepared by the City Attorney.

F. Subcontracting

Following the award of the contract, no subcontracting will be allowed without the express prior written consent of the City.

II. INSTRUCTIONS

A. Proposal Submission and Evaluation

One (1) electronic copy of the proposal must be received by 4:00 PM on April 28, 2023. Proposals should be emailed to:

Sam Hosszu, Assistant Finance Director
shozzu@ighmn.gov

All questions, correspondence and responses shall be directed to Assistant Finance Director, Sam Hosszu. In the interest of fairness, do not contact other staff or elected/appointed City officials with respect to this RFP.

B. Schedule

- | | |
|---|-----------------|
| 1. City distributes Request for Proposal | April 11, 2023 |
| 2. Proposal due date | April 28, 2023 |
| 3. Review of RFP's completed | May 1-5, 2023 |
| 4. Interviews (if necessary) | May 8-12, 2023 |
| 5. Final decision/Contract negotiation | May 15-16, 2023 |
| 6. Contract consideration by City Council | May 22, 2023 |

NOTE: ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 PM, APRIL 28, 2023.

C. Proposal Format

Responses to this Request should include the information in the format and order prescribed on Appendix B and Appendix C to this RFP.

D. Evaluation Criteria

The City shall select an Agent with the qualifications and proposal best meeting the needs of the City. Proposals shall be evaluated based several criteria including, but not limited to:

1. The fees listed in Appendix B.
2. The responses to the questions listed in Appendix C.
3. Number of years the agency has been in business.
4. Experience of working with municipalities insured by the LMCIT during the last five years.
5. The qualifications, experience, and professional designations of the agency's staff proposed to service the City's account.
6. Agency premium volume excluding personal lines of coverage (health, life, etc.).
7. Present limit of errors and omissions coverage in place for the agency.
8. At least three references for municipal clients with contact information.
9. Any other agency resources or special qualifications that would be advantageous to the City, such as health insurance, life insurance and disability insurance.

III. CONTRACT EXECUTION

The information below is being provided as part of this Request for Proposal to give proposers an understanding of the City's expectations with respect to contract execution.

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and Agent be unable to agree upon the entire contract, the City reserves the right to discontinue negotiations, select another Agent, or reject all of the proposals. Upon completion of negotiations agreeable to the City and the agency, the Agent shall enter into a Standard Professional Services Contract with the City in a form substantially similar to that found in Appendix D.

B. Contracting Ethics

1. No elected official or employee of the City of Inver Grove Heights who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision, which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City of Inver Grove Heights employee or Council person, or for any City of Inver Grove Heights employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The agency shall not assign any interest in any contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The agency shall not accept any private client or project which, by its nature, places it in ethical conflict during its representation of the City of Inver Grove Heights.

Covenant Number:
CMC 1004123-7

**MUNICIPAL PROPERTY, CRIME, BOND, PETROFUND,
and EQUIPMENT BREAKDOWN DECLARATIONS**

Coverage is Provided by:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. **CITY: INVER GROVE HEIGHTS, CITY OF**

Item 2. **COVERAGE PERIOD:**

From: 09/01/2022 To: 09/01/2023 12:01 AM Standard Time at Mailing Address
on Common Coverage Declarations

Item 3. **THE COVERED PARTY IS: CITY**

Item 4. **COVERAGE:**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
THIS COVENANT, LMCIT AGREES TO PROVIDE THE COVERED PARTY WITH COVERAGES
SHOWN BELOW FOR WHICH A LIMIT IS STATED:**

Item 5. **COVERAGE PART ONE - PROPERTY**

Section I - Property General Limit of Coverage Per *Occurrence* \$ 151,286,277

This general limit is subject to the sublimits as described in Section VI, Limits of
Coverage and Valuation, and the *specific property limit*.

Terrorism loss occurrence-shared limit \$ 50,000,000

This limit is subject to the provisions of the Terrorism Losses - Special Pool Limit
Endorsement - ME079(11/09)

Section II - Additional Covered Loss or Damages

1. <i>Loss of Revenue, Extra Expenses and Expediting Expense</i>	\$ 5,000,000	Per <i>Occurrence</i>
2. Demolition and Debris Removal		
(Direct Physical Damage to Covered Property)	25% of the Estimated Replacement Cost of the Covered Property	
(No Direct Physical Damage to Covered Property)	\$ 50,000	Per <i>Occurrence</i>
3. Leasehold Interest	\$ 500,000	Per <i>Location</i>
4. <i>Accounts Receivable</i>	\$ 500,000	Per <i>Location</i>
5. <i>Valuable Papers and Records</i>	\$ 500,000	Per <i>Location</i>
6. Utility Services	\$ 100,000	Per <i>Occurrence</i>
7. <i>Green Building Expenses</i>	1% of the Contract Cost but not to exceed \$100,000.	Per <i>Location</i>
8. Asbestos Clean up, Abatement and Removal	\$ 250,000	Per <i>Location</i>
9. <i>Pollutant</i> Clean up and Removal	\$ 250,000	Per <i>Location</i>
10. Errors	\$ 500,000	Per <i>Occurrence</i>
11. Rental Reimbursement	\$ 250,000	Annual Aggregate
12. Arson Reward	\$ 5,000	Per Fire Loss
13. Extra ordinary Expense	\$ 250,000	Annual Aggregate

Section IV - Water and Supplemental Flood Coverage	\$ 500,000	Per <i>Occurrence</i>
	\$ 500,000	Annual Aggregate

COVENANT NUMBER: CMC 1004123-7



Item 6. **REFER TO SCHEDULE OF COVERED PROPERTY FOR THOSE *LOCATIONS* INCLUDED IN THE SECTION I COVERAGE; THE SCHEDULE OF COVERED *MOBILE PROPERTY* FOR THE *MOBILE PROPERTY* INCLUDED IN THE SECTION I COVERAGE AND THE SCHEDULE OF COVERED PROPERTY FOR THOSE *LOCATIONS* INCLUDED IN SECTION IV COVERAGE.**

Item 7. **DEDUCTIBLE** (Deductible applies per *occurrence* subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations):

COVERAGE PART ONE - PROPERTY \$ 15,000 Per *Occurrence*

Item 8. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

MPCBP(11/21)	PM-100(04/20)	ME079(11/21)	ME063(11/01)
MPCBP-112(11/07)	MPCBP-115(11/17)	MPCBP-218(11/21)	PM-109(11/19)

Item 9. **MORTGAGE HOLDER** (if applicable):

Item 10. **COVERAGE PART TWO - CRIME**

LIMIT OF COVERAGE PER <i>OCCURRENCE</i>	\$	250,000
<i>FRAUDULENT INSTRUCTION LOSS</i> SUBLIMIT	\$	<u>50,000</u>

Item 11. **DEDUCTIBLE** (Deductible applies per *occurrence* subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations):

COVERAGE PART TWO - CRIME \$ 1,000 Per *Occurrence*

Item 12. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

MPCBP(11/21)	ME063(11/01)
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COVENANT NUMBER: CMC 1004123-7

Item 13. **COVERAGE PART THREE - BOND**

LIMIT OF COVERAGE PER OCCURRENCE: \$ 500,000

DEDUCTIBLE (Deductible applies per *occurrence* subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations):

COVERAGE PART THREE - BOND \$ 500 Per Occurrence

Item 14. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

MPCBP(11/21) ME063(11/01)

Item 15. **COVERAGE PART FOUR - PETROFUND (Claims made)****LIMITS OF REIMBURSEMENT BENEFIT****MAXIMUM***REIMBURSABLE COSTS AND DEFENSE COSTS
EACH TANK RELEASE*

\$ 250,000

*REIMBURSABLE COSTS AND DEFENSE COSTS
AGREEMENT TERM AGGREGATE*

\$ 250,000

DEDUCTIBLE: COVERAGE PART FOUR - PETROFUNDNOT APPLICABLEItem 16. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

MPCBP(11/21) ME063(11/01)

Item 17. **EQUIPMENT BREAKDOWN COVERAGE****EQUIPMENT BREAKDOWN LIMIT:
DEDUCTIBLE**

\$ 100,000,000

\$ 500 ANY ONE ACCIDENT

Item 18. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**BM-200(11/17) BM-212(11/01) ME063(11/01) MPCBP-115(11/17)
PM-100(04/20)

Covenant Number:
OML 1004124-6

Previous Covenant Number:
OML 1004124-5

**AGREEMENT DECLARATIONS
DEFENSE COST
REIMBURSEMENT AGREEMENT**
Coverage is Provided By:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. **COVERED PARTY and MAILING ADDRESS:**

INVER GROVE HEIGHTS, CITY OF

8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

Item 2. **COVERAGE PERIOD:**

From: 09/01/2022 **To:** 09/01/2023 **12:01 AM Standard Time at
Mailing Address Indicated Above**

Item 3. **RETROACTIVE DATE:** 09/01/2004

Item 4. **THE COVERED PARTY IS:**

☒ City ☐ Joint Powers Entity ☐ Others (Describe) _____

Item 5. **DEFENSE COST REIMBURSEMENT LIMITS:**

1. Agreement Term Annual Aggregate Per <i>City Official</i> :	\$ 50,000
2. Agreement Term Annual Aggregate:	\$ 250,000

Item 6. **PREMIUM:** \$ NO CHARGE

Item 7. **FORMS AND ENDORSEMENTS APPLICABLE TO AGREEMENT:**

OMLRA-1(11/14) ME063(11/01)

**CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP FEE PROPOSAL**

Policy Period	Property/Casualty & Liquor Liability Fee	Workers Compensation Fee
<u>Initial 3-Year Contact</u>		
September 1, 2023 – August 31, 2024		
September 1, 2024 – August 31, 2025		
September 1, 2025 – August 31, 2026		
<u>Optional 2-Year Extension</u>		
September 1, 2026 – August 31, 2027		
September 1, 2027 – August 31, 2028		

**CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP RESPONSE FORM**

INFORMATION ON THE AGENT	
Name of Firm:	
Branch Office:	National Office: (if applicable)
Address:	Address:
List Prior Names of Business if changes have been made:	
Telephone Number of Office:	FAX Number:
Branch:	Branch:
National:	National:
Number of Years In Business:	
Describe your firm's experience and expertise regarding public entity risks by relating the markets to which the firm has access, the information technology capabilities of your firm, other public sector clients with whom you have a relationship and which of the clients are self-funded.	
Describe the steps you would take in reviewing our current program and designing changes in the program. Include specific techniques and procedures your firm may use to assist in identifying current and anticipated new loss exposures to the City. Describe the Loss Control and Risk Management services offered by your firm.	
What are the transition expectations if the City uses your services?	

**CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP RESPONSE FORM**

After the risk assessment is complete, how does your organization formulate a long-term Risk Management strategy for the next five years?

Please comment on your anticipated involvement in monitoring and assisting in claims preparation, management, negotiation, and settlement.

What services would you classify within the fee income and what services would you classify outside the fee income? List your fees for any additional services which may exceed the scope of duties and responsibilities contemplated within the set fee?

**CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP RESPONSE FORM**

PERSONNEL INFORMATION	
Provide the names, professional qualifications and educational background of the key support personnel who would be responsible for our account:	
Branch:	National:
Total Personnel:	Total Personnel:
Branch:	National:
Licensed Brokers:	Licensed Brokers:
Branch:	National:
Claims Administration:	Claims Administration:
Branch:	National:
Safety/Loss Control Personnel:	Safety/Loss Control Personnel:
Branch:	National:
Licensed Insurance Consultants:	Licensed Insurance Consultants:
Branch:	National:
Licensed Excess & Surplus Lines Broker:	Licensed Excess & Surplus Line Broker:
Branch:	National:

**CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP RESPONSE FORM**

AGENCY PERSONNEL INFORMATION
List principals in firm and denote those who would work with the City of Inver Grove Heights.
List the number of clerical/support staff in service office.
Discuss the claims process as it relates to your firm.
In no more than 100 words, offer any additional information related to why your firm should be the City of Inver Grove Heights's selected agent.

CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP RESPONSE FORM

INSURANCE COMPANY INFORMATION		
Commercial Property/Casualty (list your top 5 companies by premium volume written and indicate the dollars of premium written):		
Branch:	National:	
What is your Annual Premium Volume by Coverage Area?	Branch	National
Property/Boiler Machinery.....		
General Liability.....		
Auto Liability.....		
Public Officials/E&O.....		
Crime.....		
Workers Compensation.....		
Professional Liability.....		
Names of governmental entities insured by the agency through the LMCIT during the last five years. For each client reference, include the scope of the service, time performed, and name, title, address and phone number of the principal contact person.		

**CITY OF INVER GROVE HEIGHTS
AGENT OF RECORD RFP RESPONSE FORM**

REFERENCES	
List three references:	
1.	Entity: Coverage/Service: Contact (Name, Title, Address & Tel. No.):
2.	Entity: Coverage/Service: Contact (Name, Title, Address & Tel. No.):
3.	Entity: Coverage/Service: Contact (Name, Title, Address & Tel. No.):

**CITY OF INVER GROVE HEIGHTS
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into this ____ day of _____, 20__, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, (City) and _____, a _____ (Consultant).

WHEREAS, the City has accepted the proposal of the Consultant for certain professional services as described in **Exhibit A**; and

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

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed by City and Consultant as follows:

1. Term of Agreement. This Agreement shall be in effect from the date of execution by all parties and shall continue until the time identified in **Exhibit A: Scope of Services**, **unless terminated earlier in accordance with the terms of this Agreement**. The Term of this Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate upon the same terms and conditions as herein stated.

2. Scope of Services. City hereby agrees to engage Consultant as an Independent Contractor for the purposes of performing all of the services and supplying the goods (if any) set forth in the attached **Exhibit A: Scope of Services**.

3. Time is of the Essence. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of work as detailed in the Scope of Services and the Consultant's Proposal. Times for performance shall be extended as necessary for delays or suspensions due to circumstances outside the reasonable control of the Consultant. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the City, third parties, or governmental agencies.

4. Contract Documents. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole, as the contract between the City and Consultant:

- A. This Professional Services Agreement.
- B. Request for Proposals, Dated _____
- C. Consultant's Proposal dated _____ (Proposal)

In the event of a conflict among the provisions of the Contract Documents, the terms of this Professional Services Agreement shall control in resolving any such conflict within the Contract Documents.

5. Compensation. The City shall pay the Consultant and the Consultant shall accept as payment for performance of the Services described in the Scope of Services the fee(s) as described on **Exhibit B: Schedule of Payment and Fee Schedule**. The total contract amount listed on **Exhibit B: Schedule of Payment and Fee Schedule** is inclusive of reimbursables, taxes, and all other charges (the "Fee"). Unless the City has agreed to pay the Consultant on an hourly basis, this Fee shall not be adjusted if the estimated hours to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. Consultant shall submit itemized bills for the Services provided to the City on a monthly basis. Prior to payment, Consultant will submit evidence that all payrolls, materials bills, subcontractors, and other indebtedness connected with the Services have been paid as may be required by the City. Bills submitted to the City shall be paid in the same manner as other claims made to the City. The Fees for Professional Services shall be as specified in the attached **Exhibit B: Schedule of Payment and Fee Schedule**, or as specified in a supplemental agreement or work order approved in writing by the City. The Consultant may update its fee schedule annually by providing the City with its revised fee schedule.

6. Change Orders. Any changes to the Scope of Services shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

7. Compliance with Laws and Regulations. In providing Services hereunder, Consultant shall abide by all laws, regulations, statutes, ordinances, and rules pertaining to the provisions of the Services to be provided to the City.

8. Standard of Care. Consultant represents that it has the requisite training, skills, and experience necessary to provide the Services, and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional consultant under similar circumstances.

9. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold the City harmless from any damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by the Consultant's negligent acts, errors, or omissions in the performance of the professional services under this Agreement and those of his or her subcontractors or anyone for whom the Consultant is liable. No supplemental agreement, work order, or Authorization to Proceed under this Agreement may reduce or limit this obligation.

10. Insurance. Unless more specific insurance provisions are listed in the Scope of Services, the following will apply. At all times during its performance under this Agreement, Consultant will obtain and keep in force the following types of insurance in the following amounts:

- i. Commercial General Liability. Consultant will obtain and keep Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
- ii. Automobile Liability. Consultant will obtain and keep Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Professional Liability/Errors & Omissions. Consultant will obtain and keep Professional Liability/Errors & Omissions insurance with a limit of not less than \$1,000,000 per claim/occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Agreement. If written on a claims-made basis, the professional liability insurance will be maintained for a period of not less than two (2) years following the expiration or termination of this Agreement.
- iv. Workers' Compensation/Employers Liability. Consultant will obtain and keep Workers' Compensation insurance as required by statute and Employers Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease – each employee, \$1,000,000 disease – policy limit.

These insurance policies are to be issued by an insurance company authorized to do business in the State of Minnesota with an A.M. Best rating of A- or better. City shall be included as an additional insured for General Liability, Automobile Liability, and any Umbrella/Excess Liability policy. Limit requirements may be met through combination of Primary and Umbrella/Excess insurance. All such policies will provide for thirty (30) days' written notice to the City prior to cancellation or non-renewal or ten (10) days' written notice for non-payment of premium. Consultant's insurance must be primary and non-contributory with regard to any insurance or self-insurance maintained by the City. Consultant and its insurers waive all rights of subrogation against the City. A Certificate of Insurance evidencing the requirements contained in this clause must be provided prior to the commencement of the Services and annually thereafter as dictated by the terms of the Certificate of Insurance.

11. Independent Contractor. The City hereby retains Consultant as an Independent Contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work outlined in the Scope of Services. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, Workers' Compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

12. Subcontractors. Consultant shall not enter into any subcontracts for Services provided under this Agreement without the express written consent of the City. Consultant shall

comply with the provisions of Minnesota Statutes § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten (10) days of Consultant's receipt of payment from the City. Consultant must pay interest of 1.5% (one and one-half percent) per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

13. Minnesota Government Data Practices Act. Pursuant to Minnesota Statutes, § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Consultant in performing the functions of the City while performing the Services are subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and Consultant must comply with the Minnesota Government Data Practices Act as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes, Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', partners', employees', assignees', or subcontractors' unlawful disclosure and or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

14. Intellectual Property Rights.

A. Intellectual Property Rights of City. City owns all rights, title, and interest in all the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Consultant, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Consultant, its employees, agents, or subcontractors, in the performance of this Agreement. Documents will be the exclusive property of the City and the Consultant must immediately return all such Documents to the City upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire". The Consultant assigns all right, title, and interest it may have in the Works and the Documents to the City. The

Consultant must, at the request of the City, execute all papers and perform all other acts necessary to transfer or record the City's ownership interest in the Works and Documents.

B. Intellectual Property Rights of Consultant. The Consultant retains title and interest in all its standard details, plans, specifications, and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the Works and Documents, but which were developed by the Consultant independent of this Agreement. The Consultant issues to the City a royalty-free, nonexclusive, and irrevocable license to use the Previously Created Works and Documents.

C. Notification. Whenever the Consultant reasonably believes it, or its employees or subcontractors has made an invention, improvement, or discovery (whether or not patentable) in the performance of this Agreement, and has or actually or constructively reduced it to practice, the Consultant will immediately give the City's authorized representative written notice thereof and must promptly furnish the City's authorized representative with complete information and/or disclosure thereon.

D. Representation. The Consultant must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents created and paid for under this Agreement are the sole property of the City and that neither the Consultant nor its employees, agents or subcontractors retain any interest in and to the Works and Documents created and paid for under this Agreement, except that the Consultant need not obtain patents, copyrights or trademarks. The Consultant represents that the Works and Documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. The Consultant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the City, at the Consultant's expense, from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Works or Documents created and paid for under this Agreement infringe upon the intellectual property rights of others. The Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including but not limited to reasonable attorney fees. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant must, at the City's discretion, either procure for the City the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents created and paid for under this Agreement as necessary and appropriate to obviate the infringement claim. This remedy of the City will be in addition to and not exclusive of other remedies provided by law. This Article does not apply to Consultant's Previously Created Works and Documents as described in 14.B.

E. City's Reuse of Works and Documents. If the Works and Documents created and paid for under this Agreement are engineering plans, specifications or recommendations requiring the certification of a licensed professional engineer, the City acknowledges that such plans, specifications, and recommendations have been created solely for the specific

project covered by this Agreement and may not be suitable for reuse on other projects. There will be no restriction on reuse of the Works and Documents created and paid for under this Agreement but reuse without the written verification or adaptation by the Consultant will be done at City's sole risk and without liability to the Consultant.

15. Equal Opportunity and Non-Discrimination. Consultant agrees to comply with applicable provisions of all applicable federal, state, and city laws, regulations, statutes, and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants for employment, employees, subcontractors and suppliers of the Consultant.

16. Assignment. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

17. Waiver. Any waiver by either City or Consultant of any breach of this Agreement shall be in writing. No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

18. Notices. Any notice required under this agreement shall be sent to the parties as follows:

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

Consultant: _____

19. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice delivered to the other party at the address listed in Section 18 of this Agreement. Upon Termination, if there is no default by Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of Termination. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of Termination notice to cure or to submit a plan for cure that is acceptable to the other part.

20. Controlling Law/Venue. The City and Consultant agree to negotiate all disputes related to this Agreement in good faith for a period of thirty (30) days from the date of the notice of dispute prior to proceeding to file a lawsuit regarding the dispute. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

21. Entire Agreement. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]**

In witness whereof, Consultant and City and caused this Agreement to be executed on their behalf by the proper officers.

Date: _____, 20__

CITY OF INVER GROVE HEIGHTS

BY: _____

Brenda Dietrich, Mayor

ATTEST: _____

Rebecca Kiernan, City Clerk

CONSULTANT

Dated: _____, 20__

By: _____

Its: _____

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
SCHEDULE OF PAYMENT AND FEE SCHEDULE

SAMPLE